

# CITY COUNCIL MEETING

MUNICIPAL COMPLEX, EILEEN DONDERO FOLEY COUNCIL CHAMBERS, PORTSMOUTH, NH  
DATE: MONDAY, DECEMBER 22, 2014 TIME: 6:30PM

## **AGENDA**

- I. CALL TO ORDER (6:30 PM)
- II. ROLL CALL
- III. NON-PUBLIC SESSION RE: ACQUISITION OF REAL PROPERTY PURSUANT TO RSA 91-A:3, II (d)
- IV. INVOCATION
- V. PLEDGE OF ALLEGIANCE

### **PRESENTATION**

- 1. Portsmouth High School Ensemble – Steve Cirillo

### **VI. ACCEPTANCE OF MINUTES – OCTOBER 6, 2014 AND OCTOBER 20, 2014**

### **VII. PUBLIC COMMENT SESSION**

### **VIII. PUBLIC HEARINGS**

- A. ORDINANCE AMENDING CHAPTER 10 – ZONING ORDINANCE, SECTION 1.440 TABLE OF USES, USE #15.20 AND SECTION 10.1530 TERMS OF GENERAL APPLICABILITY, REGARDING HELIPAD AND HELIPORT
- B. ORDINANCE AMENDING CHAPTER 10 – ZONING ORDINANCE, SECTION 10.1110 – OFF-STREET PARKING BY INSERTING A NEW PARAGRAPH 10.1115.24 – THE PROVISIONS OF SECTION 10.1112.50 – MAXIMUM NUMBER OF PARKING SPACES, SHALL NOT APPLY TO BUILDINGS AND USES WITHIN THE DOWNTOWN OVERLAY DISTRICT
- C. BONDING RESOLUTION OF UP TO SIX HUNDRED THOUSAND DOLLARS (\$600,000.00) FOR THE PURCHASE OF A HEAVY RESCUE FIRE TRUCK

### **IX. APPROVAL OF GRANTS/DONATIONS**

*(There are no grants/donations on for acceptance)*

## X. CONSIDERATION OF RESOLUTIONS AND ORDINANCES

- A. Second Reading of Proposed Ordinance amending Chapter 10 – Zoning Ordinance, Section 10.440 Table of Uses, use #15.20 and Section 10.1530 Terms of General Applicability, regarding Helipad and Heliport (**Sample motion – move to pass second reading and schedule third and final reading at the January 5, 2015 City Council meeting regarding the proposed Ordinance, as presented**)
- B. Second Reading of Proposed Ordinance amending Chapter 10 – Zoning Ordinance, Section 10.1110 – Off-Street Parking by Inserting a new paragraph 10.1115.24 – The Provisions of Section 10.1112.50 – Maximum Number of Parking Spaces, shall not apply to Buildings and Uses within the Downtown Overlay District (**Sample motion – move to pass second reading of the proposed Ordinance as recommended by the Planning Board and schedule third and final reading at the January 5, 2015 City Council meeting, as presented**)
- C. Adoption of Bonding Resolution of up to Six Hundred Thousand Dollars (\$600,000.00) for the Purchase of a Heavy Rescue Fire Truck (**Sample motion – move to adopt the Bonding Resolution appropriating the sum of up to Six Hundred Thousand (\$600,000.00) Dollars, for the FY15 purchase of a Heavy Rescue Fire Truck, as presented**)
- D. Third and Final Reading of Proposed Ordinance amending Chapter 1, Article IX, Section 1.901: - Conflict of Interest of the Administrative Code (**Sample motion – move to substitute the ordinance in its entirety as presented by City Attorney Sullivan and move to pass third and final reading**)

## XI. CONSENT AGENDA

### **A MOTION WOULD BE IN ORDER TO ADOPT THE CONSENT AGENDA**

- A. Letter from Chris Vlangas, Cystic Fibrosis Foundation, requesting to hold the Aptails CF Cycle for Life on Saturday, July 18, 2015 and Sunday, July 19, 2015 (**Anticipated action – move to refer to the City Manager with power**)
- B. Letter from Doug Bates, Greater Portsmouth Chamber of Commerce, requesting permission to conduct the 2015 Run Portsmouth Road Race Series:
- Easter Seals Veteran's Count – Pack & Boots 5k on Saturday, July 4, 2015 at Strawberry Banke at 9:00 a.m.
  - Portsmouth Rotary Club – Thunder Chicken Road Race on Saturday, August 1, 2015 at Strawberry Banke at 9:00 a.m.
  - CelebratePink 5K Road Race & Walk on Sunday, September 13, 2015 at Portsmouth Middle School at 9:00 a.m.
  - Memorial Bridge Road Race, Saturday, October 10, 2015 at Memorial Bridge at 10:00 a.m.
- (**Anticipated action – move to refer to the City Manager with power**)
- C. Letter from Doug Bates, Greater Portsmouth Chamber of Commerce, requesting to conduct the 2015 Portsmouth Challenge on Saturday, May 23, 2015 at the Portsmouth High School at 9:00 a.m. (**Anticipated action – move to refer to the City Manager with power**)

- D. Request for License from Gary Simon, owner of British Beer Company for property located at 2 Portwalk Place for a projecting sign on a bracket (***Anticipated action – move to accept the recommendation of the Planning Director with the aforementioned stipulations and approve the request of Gary Simon, owner of British Beer Company for a projecting sign at property located at 2 Portwalk Place and, further, authorize the City Manager to execute License Agreements for this request***)

**Planning Director's Stipulations:**

- ***The license shall be approved by the Legal Department as to content and form;***
  - ***Any removal or relocation of the projecting sign, for any reason, shall be done at no cost to the City; and***
  - ***Any disturbance of a sidewalk, street or other public infrastructure resulting from the installation, relocation or removal of the projecting sign, for any reason, shall be restored at no cost to the City and shall be subject to review and acceptance by the Department of Public Works***
- E. \*Acceptance of Donation to Art-Speak – Robin Albert Lehman - \$150.00 (***Anticipated action – move to approve and accept the donation to Art-Speak, as listed***)
- F. \*Acceptance of Membership Dues to Art-Speak – Portsmouth Public Media, Inc. - \$125.00 (***Anticipated action – move to approve and accept the membership dues to the Piscataqua Arts & Cultural Alliance, a program of Art-Speak, as listed***)

**XII. PRESENTATION & CONSIDERATION OF WRITTEN COMMUNICATIONS & PETITIONS**

- A. Formal Request for Resident Handicapped Parking Spaces for residents of 20 Islington Street

**XIII. REPORTS AND COMMUNICATIONS FROM CITY OFFICIALS**

**A. CITY MANAGER**

**Items Which Require Action Under Other Sections of the Agenda**

1. Public Hearing and Second Reading of Proposed Resolutions and Ordinances:
- 1.1 Report Back and Public Hearing/Second Reading of Proposed Ordinance amending Chapter 10 – Zoning Ordinance, Section 10.440 Table of Uses, use #15.20 and Section 10.1530 Terms of General Applicability, regarding Helipad and Heliport (***Action on this items should take place under Section X of the Agenda***)

- 1.2 Public Hearing/Second Reading of Proposed Ordinance amending Chapter 10 – Zoning Ordinance, Section 10.1110 - Off-Street Parking by Inserting a new paragraph 10.1115.24 – The Provisions of Section 10.1112.50 – Maximum Number of Parking Spaces, shall not apply to Buildings and Uses within the Downtown Overlay District (**Action on this items should take place under Section X of the Agenda**)
2. Public Hearing and Adoption of Bonding Resolution:
  - 2.1 Adoption of Bonding Resolution of up to \$600,000.00 (Six Hundred Thousand Dollars) for the Purchase of a Heavy Rescue Fire Truck (**Action on this items should take place under Section X of the Agenda**)
3. Third and Final Reading of Proposed Ordinances:
  - 3.1 Third and Final Reading of Proposed Ordinance amending Chapter 1 , Article IX, Section 1.901: Conflict of Interest of the Administrative Code (**Action on this items should take place under Section X of the Agenda**)

**City Manager's Items Which Require Action:**

1. Request for Approval of a Proposed Tentative Agreement between the City of Portsmouth and the AFSCME #1386 School Custodials
2. Request for Approval of a Proposed Tentative Agreement between the City of Portsmouth and the Portsmouth Paraprofessional Association
3. Request for Supplemental Appropriation Re: Collective Bargaining Agreements
4. Release of Easement Re: John Ahlgren

**Informational items**

1. Events Listing
2. Income and Expense Survey – 2015 Commercial Revaluation
3. Report Back Re: Handicapped Spaces
4. Report Back Re: Various Items
  - Master Plan
  - Senior Center
  - Wastewater Treatment Facility
  - Helicopter Meetings
  - Review of Noise Ordinance/95 Barrier
5. City Council Agenda Re: January 5, 2015



## **B. MAYOR LISTER**

1. Appointments to be Voted:
  - Jennifer Zorn – Appointment to the Economic Development Commission
  - William Gladhill – Reappointment to the Planning Board
  - John Ricci – Reappointment to the Planning Board
  - Rebecca Perkins – Appointment to the Portsmouth Housing Authority
  - Arthur Parrott – Reappointment to the Zoning Board of Adjustment
2. Resignation of Mary Ann List from the Joint Building Committee

## **C. ASSISTANT MAYOR SPLAINE**

1. \*Update on Uber and Ride-Sharing Services: The Taxi Commission will hold a public forum for input and discussion Wednesday, January 14, 2015

## **XIV. MISCELLANEOUS/UNFINISHED BUSINESS**

## **XV. ADJOURNMENT [AT 10:00PM OR EARLIER]**

**KELLI L. BARNABY, CMC/CNHMC  
CITY CLERK**

*\*Indicates Verbal Report*

**NOTICE TO THE PUBLIC WHO ARE HEARING IMPAIRED: Please contact Dianna Fogarty at 603-610-7270 one-week prior to the meeting for assistance.**

## CITY COUNCIL MEETING

MUNICIPAL COMPLEX  
DATE: MONDAY, OCTOBER 6, 2014

PORTSMOUTH, NH  
TIME: 6:00PM

### **I. CALL TO ORDER [6:00PM]**

### **II. ROLL CALL**

Present: Mayor Lister, Assistant Mayor Splaine, Councilors Shaheen, Kennedy, Lown, Dwyer, Morgan, Spear and Thorsen

### **III. ANTICIPATED “NON-PUBLIC” SESSION WITH COUNSEL RE: CONSIDERATION OF ACQUISITION OF REAL PROPERTY – RSA 91-A:3, II (d)**

**Councilor Spear moved to enter into a Non-Public Session regarding Consideration of Acquisition of Real Property per RSA 91-A:3, II (d). Seconded by Councilor Kennedy.**

**On a unanimous roll call 6-0, voted to enter into a Non-Public Session regarding Consideration of Acquisition of Real Property per RSA 91-A:3, II (d). Councilors Shaheen, Dwyer and Morgan were not present for this vote.**

### **IV. INVOCATION**

Mayor Lister asked everyone to join in a moment of silent prayer.

### **V. PLEDGE OF ALLEGIANCE**

Mayor Lister asked former City Councilor Harold Whitehouse to lead in the Pledge of Allegiance to the Flag.

### **VI. ACCEPTANCE OF MINUTES – JUNE 16, 2014**

**Councilor Lown moved to approve and accept the minutes of the June 16, 2014 City Council meeting. Seconded by Councilor Shaheen and voted.**

### **VII. PUBLIC COMMENT SESSION**

Catherine DiPentima thanked Mayor Lister for his efforts regarding Sea-3 and for meeting with Governor Hassan on rail safety.

Diane Stradling spoke regarding the petition for sidewalks on Union Street. She stated the last time sidewalks were not in concrete on Union Street was in 1928.

Michael Frandzel spoke regarding the sidewalks on Union Street and that it should be concrete the entire length. He said concrete is more ascetically pleasing than asphalt and concrete will last longer.

Mark Brighton showed an old picture of Union Street which showed the sidewalks were concrete.

Mary Lou McElwain said that the post office received a letter that they must move in February and said people need to be advised of this as soon as possible.

Bill Sylla signed the petition for continued concrete for the sidewalks and driveways. He said Union Street was historically concrete and should remain that way.

Susan Denenberg said she lives on Wibird Street and spoke to the sidewalk installation plans for that street. She spoke opposed to the plan and said it would change the look of the neighborhood.

Rick Becksted spoke in support of Option B for the Financial Disclosure.

Paul Mannle said if the Council wants to view a street without traffic calming look at Cass Street to Islington Street. He also spoke regarding Financial Disclosures and that Option B is better than Option A.

David Noard said there needs to be full transparency on the Council.

#### **VIII. APPROVAL OF GRANTS/DONATIONS**

- A. Acceptance of Grant from the New Hampshire Charitable Foundation from the Our New Hampshire Heritage – a fund of Northeast Auctions for Restoration of the Kearsarge Fire Pumper - \$15,000.00

**Councilor Kennedy moved to approve and accept the grant from the New Hampshire Charitable Foundation from the Our New Hampshire Heritage – a fund of Northeast Auction, as submitted. Seconded by Councilor Shaheen and voted.**

- B. Acceptance of Grant for State Declared Infrastructure Funds

**Councilor Kennedy moved to accept and expend a \$12,500.00 Department of Safety grant for the purpose of protecting the water resource at the Madbury Water Treatment Plant and authorize the City Manager to execute any documents which may be necessary for this grant contract. Seconded by Councilor Shaheen and voted.**

- C. Acceptance of Police Department Grants and Donation

- A donation in support of the Police Department's planned public service announcements addressing the opiate problems in our community:
  - Amos and Boris Fund under the aegis of Ellen & Ed Frechette - \$1,000.00
- A JAG grant in the amount of \$9,653.00 from the Department of Justice to provide funding to combat drug sales/use in the city. The \$9,653.00 is the city's portion of the \$31,113.00 total grant awarded to Rockingham County

- A grant in the amount of \$6,084.00 from NH Highway Safety for “Operation Safe Commute” patrols

**Councilor Kennedy moved to approve and accept the grants and donation to the Portsmouth Police Department. Seconded by Councilor Dwyer and voted.**

#### **IX. CONSIDERATION OF RESOLUTIONS AND ORDINANCES**

- A. First Reading of Proposed Ordinance amending Chapter 7, Article II, Section 7.213 – Fees and Terms for Medallions/Licenses

**Councilor Kennedy moved to pass first reading and schedule a public hearing and second reading of the proposed Ordinance at the October 20, 2014 City Council meeting, as presented. Seconded by Councilor Morgan and voted.**

- B. Third and Final Reading of Proposed Ordinance Amendment to Chapter 7, Article II, Section 7.230 – Prohibited Conduct by Medallion Holders or Owners

**Councilor Shaheen moved to pass third and final reading on the proposed Ordinance amendment, as presented. Seconded by Councilor Lown and voted.**

#### **X. CONSENT AGENDA**

##### ***A MOTION WOULD BE IN ORDER TO ADOPT THE CONSENT AGENDA***

- A. Acceptance of Donation to Art-Speak:  
• Harborside Associates, LP \$500.00  
***(Anticipated action – move to approve and accept the donation to Art-Speak, as listed)***
- B. Acceptance of Donation to the Coalition Legal Fund:  
• Town of Rye \$5,000.00  
***(Anticipated action – move to approve and accept the donation as listed, to be placed in the Coalition Legal Fund)***
- C. Request for Approval of Pole License to install 2 poles located on Woodbury Avenue ***(Anticipated action – move to approve the aforementioned Pole License Agreement as recommended by the Public Works Department with the approval conditioned upon amendment of the license to allow for the collection of any lawfully assessed real estate taxes)***
- D. Request for Approval of Pole License to install 2 poles located on Clinton Street and Thornton/Ruth Streets ***(Anticipated action – move to approve the aforementioned Pole License Agreement as recommended by the Public Works Department with the approval conditioned upon amendment of the license to allow for the collection of any lawfully assessed real estate taxes)***

- E. Letter from Matthew McFarland, Saint Patrick School, requesting permission to hold the 2<sup>nd</sup> Annual 5k Road Race on Saturday, March 14, 2015 at 10:30 a.m.  
***(Anticipated action – move to refer to the City Manager with power)***

**Councilor Spear moved to adopt the Consent Agenda. Seconded by Councilor Dwyer and voted.**

**XI. PRESENTATION & CONSIDERATION OF WRITTEN COMMUNICATIONS & PETITIONS**

*(There are no items under this section of the Agenda)*

**XII. REPORTS AND COMMUNICATIONS FROM CITY OFFICIALS**

**A. CITY MANAGER**

1. Request for Approval of Agreement Between the Trustees of the Trust Funds of the City of Portsmouth and The Gundalow Company

City Attorney Sullivan advised the City Council that the Agreement has been thoroughly vetted.

**Councilor Kennedy moved to approve the Agreement between the Trustees of the Trust Funds of the City of Portsmouth and The Gundalow Company, and further, authorize the City Manager to execute the document. Seconded by Councilor Spear and voted.**

2. Request for Approval of Amendment to Wright Avenue LLC License Agreement

City Manager Bohenko reported to the Council that the owner is requesting an amendment to the license to reflect the current construction schedule.

Councilor Kennedy felt there needed to be more information as to why the extension is needed and its affects on the sidewalks.

**Councilor Kennedy moved to table until the October 20, 2014 City Council meeting. Seconded by Councilor Shaheen and voted.**

3. Request for Continuous Concrete Sidewalks Union Street from Middle Street to Lincoln Avenue

Public Works Director Rice advised the City Council that this is a policy decision of the Council. He stated that the request is for 24 houses for continued concrete sidewalks. He reported that the policy is to stop the concrete on the apron side of the drive way.

Councilor Shaheen said she is reluctant to vote on this for citywide. She said we have received evidence that concrete existed in the past so she would vote for it but this does create issues for other citywide projects.

**Councilor Shaheen moved to move forward with continuous concrete sidewalks on Union Street from Middle Street to Lincoln Avenue. Seconded by Assistant Mayor Splaine.**

City Manager Bohenko said we would re-draft a policy we have in place currently and bring it to the City Council.

Discussion followed by the Council in regards to the difference in materials and the costs.

Mayor Lister passed the gavel to Assistant Mayor Splaine.

Mayor Lister said this is an interesting issue but not a small one. This is not something we have currently budgeted.

Assistant Mayor Splaine returned the gavel to Mayor Lister.

**Motion passed with Councilor Lown voting opposed.**

**Informational items**

1. Events Listing
2. Report Back Re: Sunday Free Parking Commencing on November 1, 2014 for 20 Sundays
3. Estimated Annualized Operating Costs for Downtown Parking Shuttle
4. Report Back on Commercial Alley Lighting Request
5. Letters and Article Re: Federal Aviation Administration and Helicopter Noise
6. Memorandum of Agreement with Air Force Re: Haven Well
7. Report Back Re: Abandoned or Derelict Buildings
8. Household Hazardous Waste Day
9. News Release Re: Public Meeting on Atlantic Heights Emergency Access

Councilor Kennedy asked if anyone from the staff has asked downtown employees if they would use the shuttle more if it was available more than just on weekends. City Manager said he would ask Juliet Walker and get back to the City Council.

City Manager Bohenko announced that the FAA has declined to meet with the City in a public meeting regarding helicopters.

City Manager Bohenko reported the money in the memorandum regarding Agreement with Air Force regarding Haven Well should have indicated the Agreement provides \$154,000.00 in reimbursement for the City to complete hydro geological studies on potential water supply sites and not \$154,000,000.00.

City Attorney Sullivan reviewed his memorandum on abandoned or derelict buildings with the City Council.

Mayor Lister passed the gavel to Assistant Mayor Splaine.

Mayor Lister asked if the buildings that are vacant are up to date on taxes. City Attorney Sullivan said if they were not we would acquire the property.

Assistant Mayor Splaine returned the gavel to Mayor Lister.

Discussion followed regarding the shape of these buildings and lack of care for them and potential dangers.

Mayor Lister passed the gavel to Assistant Mayor Splaine.

Mayor Lister asked how these properties are affecting other surrounding property values.

Assistant Mayor Splaine returned the gavel to Mayor Lister.

## **B. MAYOR LISTER**

### 1. Appointments to be Voted:

- Amy Burns – appointment to the Cable Television and Communication Commission
- John Pratt – reappointment to the Economic Development Commission
- John Crist – reappointment to the Library Board of Trustees
- Stephanie Hausman – appointment to the Library Board of Trustees
- Shaula Balomenos Levenson – appointment to the Library Board of Trustees
- Donald Margeson – appointment to the Library Board of Trustees
- Rick Becksted Jr. – appointment to the Recreation Board

**Councilor Kennedy moved to appoint Amy Burns to the Cable Television and Communication Commission until April 1, 2016; reappointed John Pratt to the Economic Development Commission until October 1, 2018; reappointed John Crist to the Library Board of Trustees until October 1, 2017; appointed Stephanie Hausman to the Library Board of Trustees until October 1, 2017 filling the expired term of John Weaver; appointed Shaula Balomenos Levenson to the Library Board of Trustees until October 1, 2017 filling the expired term of Grace Lessner; appointed Donald Margeson to the Library Board of Trustees until October 1, 2017 filling the expired term of John O’Leary; and appointed Rick Becksted Jr. to the Recreation Board until April 1, 2017 filling the expired term of Elaine Syracuse. Seconded by Assistant Mayor Splaine and voted.**

### 2. Letter from Governor Hassan Re: Sea-3

Mayor Lister spoke to the letter in the Council packet from Governor Hassan on the Sea-3 issue. He said we are working to schedule a meeting with Governor Hassan to discuss this matter further.

Assistant Mayor Splaine thanked Mayor Lister for sending the letter to Governor Hassan and he was happy to see a response back.

3. City Manager's Evaluation (Not on Agenda)

Councilor Spear said City Manager Bohenko's contract requires an evaluation each year. He read a statement on the evaluation and that City Manager Bohenko continues to receive excellent marks.

**The City Council unanimously approved and accepted the report on the City Manager's Evaluation.**

**C. ASSISTANT MAYOR SPLAINE**

1. "Non-Meetings" vs. "Non-Public Sessions:"

**Assistant Mayor Splaine moved that the Portsmouth City Council agrees not to hold any more "non-meetings," and that when non-public sessions are held they will follow the provisions of the New Hampshire Right-To-Know Law with a recorded public vote prior to meeting behind closed-doors for any purpose. Seconded by Councilor Kennedy.**

Assistant Mayor Splaine said he challenges the frequency of "Non-Meetings" by the Council and feels most of the discussions should be taking place in Non Public Sessions.

Councilor Kennedy thanked Assistant Mayor Splaine for bringing this matter forward. She said that this has been a concern of hers and she would like us to document what is taking place.

Councilor Dwyer said she provided a memorandum on the Right-to-Know Law and she has just completed a webinar on these subjects. She stated in the law there are 2 purposes not covered in Non Public Session. One is Strategy with Collective Bargaining and the second is Consultation with Legal Counsel on our Strategy.

**Councilor Thorsen moved to amend the motion to allow "non-meetings" for strategies with collective bargaining and consultation with legal counsel on litigation acquisition of property. Seconded by Councilor Shaheen.**

Councilor Lown said he does not want the public to think we have done something in a "non-meeting" that is not allowed. He said it is a statement to comply with the law.

Councilor Shaheen asked the City Attorney if we could talk about collective bargaining agreements or how to reach an agreement in a Non Public Session. City Attorney Sullivan stated that the legislature has clearly defined what is allowed under "non-meetings" and a specific way to deal with those things. He spoke with Attorney Tom Closson and said he would be uncomfortable with documents outlining what is discussed in collective bargaining and strategies because it would no longer be confidential.

Councilor Shaheen said we could not have strategy discussions in Non Public Sessions. City Attorney Sullivan said that is correct.

Assistant Mayor Splaine expressed his opposition to the amendment to the motion. He said it



is important that we limit our topics. He said we need to be transparent.

Councilor Thorsen said he agrees with Assistant Mayor Splaine and we need to pass the amendment for compliance with State statute. He said we can make another amendment that the City Council will approve to hold a “non-meeting” and have a vote to go into a “non-meeting”.

Councilor Shaheen said it would be better to never have “non-meetings” but we need to comply with the statute. City Attorney Sullivan said the clear intent of the legislature is that collective bargaining should be held in “non-meeting”.

Assistant Mayor Splaine said he would make a motion for “non-meetings” with the two areas as outlined in the RSA. Councilor Shaheen said she is agreeable with the second.

*Assistant Mayor Splaine withdrew his motion. Assistant Mayor Splaine stated he would be bringing back the following motion at the October 20, 2014 City Council meeting: (Proposed motion – that the Portsmouth City Council agrees “non-meetings” will be held only when absolutely necessary in order to discuss strategy or negotiations with respect to collective bargaining or consultation with legal counsel, and that when they are held the purpose of the non-meeting will be publicly disclosed, there will be a public roll call vote, and a record will be kept of when the non-meeting begins, ends, and who is in attendance).*

#### **D. COUNCILOR KENNEDY**

1. Non Public with the Police Commission on Personnel (*Tabled from the September 22, 2014 City Council meeting*)

Councilor Kennedy said she would like to have a Non Public Session with the Police Commission at the next City Council meeting.

Mayor Lister said that the Police Commission, Police Chief, Deputy Police Chief will need to be present and he would have that at the October 20, 2014 City Council meeting.

Councilor Lown asked if any one sees the irony of this motion after the 30 minutes discussion that was just held.

Councilor Spear asked what letter under the law would be entering a Non Public Session.

Councilor Dwyer said she agrees. She asked Assistant Mayor Splaine how this would need to be delineated with this item.

Councilor Kennedy said she has concerns about things that have taken place with police actions. She would like to have better communication with these kinds of issues and concerns in general and comments about employees in the department.

Councilor Dwyer said she feels this is a matter that Councilor Kennedy should ask to meet with the Police Commission to discuss.

Councilor Spear said that Councilor Kennedy should speak directly with the Police Commission on this matter.

Councilor Thorsen said the general discussion should be in public and maybe in a work session.

Mayor Lister said we could have a work session on general matters and come back to the City Council with a date.

#### **E. COUNCILORS KENNEDY, SPEAR & THORSEN**

##### 1. Conflict of Interest / Mandatory Disclosure Ordinance – Option A & Option B

**Councilor Thorsen moved to move forward with the Conflict of Interest/Mandatory Disclosure Ordinance Option B. Seconded by Councilor Morgan.**

Councilor Thorsen said any individual on a board or working for the City and making commitments should disclose their financial background. The public should know where the person could be influenced. He said he would like to see us be the most transparent in the city.

Councilor Dwyer said she has no problem with the overall intent but feels that there is cleaning up that needs to happen. She said conflict of interest and mandatory financial disclosure are very different.

Councilor Spear said there is a concern with the income in Option B including household income and incomes of spouses. He is the spouses should remain private. He said we would be better served focusing on the area of conflict of interest materials.

Councilor Thorsen said we should have the public hearing and hear what the public would like to see changed.

Discussion followed on Option B.

Mayor Lister passed the gavel to Assistant Mayor Splaine.

Mayor Lister said it is becoming increasingly difficult to fill vacancy on the Boards and Commissions. He said we need to be transparent but we need to look at some of the issues between Option A and Option B.

Assistant Mayor Splaine returned the gavel to Mayor Lister.

**On a 4-5 roll call vote, motion to move forward with the Conflict of Interest / Mandatory disclosure Ordinance Option B failed to pass. Assistant Mayor Splaine, Councilor Kennedy, Morgan and Thorsen voted in favor. Councilors Shaheen, Lown, Dwyer, Spear and Mayor Lister voted opposed.**

**Councilor Spear moved to bring back Option A of the Conflict of Interest / Mandatory Disclosure Ordinance for first reading at the October 20, 2014 City Council meeting and include refinements heard from the City Council this evening. Seconded by Councilor Lown.**

Councilor Kennedy said she would not support Option A because it does not include land use boards or the City Manager. She does not feel that Option A meets our Charter.

Councilor Thorsen said he would vote for this because he could bring forward amendments.

Assistant Mayor Splaine said he would like us to move forward with the motion.

**Motion passed.**

**Councilor Dwyer moved to suspend the rules in order to continue the meeting beyond 10:00 p.m. Seconded by Councilor Shaheen and voted.**

Mayor Lister declared a brief recess at 10:05 p.m. At 10:15 p.m., Mayor Lister called the meeting back to order.

**F. COUNCILOR DWYER**

1. Formal request to PDA for transition plan from Grimmel Re: Scrap

Councilor Dwyer reported that Grimmel expects that all scrap metal will be gone from the site and repairs finished no later than November 15, 2014.

**G. COUNCILOR MORGAN**

1. City Ordinance for Helicopters (*Tabled from the September 22, 2014 City Council meeting*)

Councilor Morgan stated she would be bringing a motion forward for a vote at the October 20, 2014 City Council meeting.

2. EDC – Updating the composition of the Economic Development Committee (*Tabled from the September 22, 2014 City Council meeting*)

Councilor Morgan stated she would be bringing a motion forward for a vote at the October 20, 2014 City Council meeting. She said there should be a member from the Sustainability Committee serving on the Economic Development Commission.

3. North End Visioning process (*Tabled from the September 22, 2014 City Council meeting*)

No action taken.

4. Request for Additional Council Meeting in November

Councilor Morgan said she would like to have the City Council to add an additional meeting for November. Mayor Lister stated the 2015 City Council calendar will be brought forward for action at the October 20, 2014 City Council meeting.

**XIII. MISCELLANEOUS/UNFINISHED BUSINESS**

**XIV. ADJOURNMENT [AT 10:00PM OR EARLIER]**

**At 11:00 p.m., Councilor Spear moved to adjourn. Seconded by Councilor Shaheen and voted.**



Kelli L. Barnaby, CMC/CNHMC  
City Clerk

## CITY COUNCIL MEETING

MUNICIPAL COMPLEX  
DATE: MONDAY, OCTOBER 20, 2014

PORTSMOUTH, NH  
TIME: 7:00PM

### **I. CALL TO ORDER [7:00PM]**

### **II. ROLL CALL**

Present: Mayor Lister, Assistant Mayor Splaine, Councilors Shaheen, Kennedy, Lown, Dwyer, Morgan, Spear and Thorsen

### **III. INVOCATION**

Mayor Lister asked everyone to join in a moment of silent prayer in memory of John Sullivan former member of the Planning Board.

### **IV. PLEDGE OF ALLEGIANCE**

Mayor Lister asked retired Portsmouth teacher Jim Andrews to lead in the Pledge of Allegiance to the Flag.

### **PROCLAMATION**

1. Seacoast Food Pantry – National Hunger Awareness Month – Deb Anthony

Councilor Dwyer read the Proclamation declaring October as National Hunger Awareness Month. Deb Anthony accepted the Proclamation with thanks and appreciation.

### **PRESENTATION**

1. Update on African Burying Ground – Joining Councilor Dwyer in this update will be Anna Nuttal, Visual Arts Teacher at Portsmouth Middle School and African Burying Ground Artist and Sculptor Jerome Meadows

Councilor Dwyer provided an update on the African Burying Ground and the milestones reached in the project thus far. She reported that the Committee has met half of the \$165,000.00 they borrowed from the City in June.

Anna Nuttal reported that 88 eighth graders will be working with Artist and Sculptor Jermone Meadows on designing the tiles that will be used at the site. Mr. Meadow's flight was delayed and he was unable to attend the presentation.

Councilor Dwyer encouraged residents to drop by the site to see the work being done.

### **V. ACCEPTANCE OF MINUTES *(There are no minutes on for acceptance this evening)***

## VI. PUBLIC COMMENT SESSION

Jon Sobel spoke on behalf of Friends of Sheafe Street regarding the petition of 43 signatures requesting the work on the site be moved up and expedited.

City Manager Bohenko stated that the work will be done in the spring of 2015.

Doug Roberts said that PS21 non-profits put on events for citizens and that there will be a work shop held this week at the Portsmouth Middle School on Wednesday, at 6:30 p.m. led by Robin LeBlanc. The discussion will be about the city's future and development. He invited the City Council and residents to attend.

Matt Kanner, Rye, NH, said a new free weekly newspaper will be starting and local government will be covered. The launch party will be held on October 30<sup>th</sup> at The Press Room and is open to the public.

Jane Zill spoke regarding the limited scope of the Webber/Goodwin investigation. She said that the group has indicated that her questions are not within the scope of the investigation. She said transparency is important and a process should have been put in place.

Delmira Morse provided a petition to the Council with 139 signatures of Atlantic Heights residents regarding truck travel permitted on secondary roads. She said the fuel trucks should be re-routed.

Mark Brighton spoke regarding the parking fees increase recommended by Councilor Spear this evening. He said it will not lower the budget or the tax rate. He said the tax payer will not benefit from any parking fee increases.

Joe Caldarola asked the City Council to reconsider the financial disclosure. He said a \$10,000.00 limit gives the appearance that something is being hidden. He does not feel that a financial disclosure will affect people from serving on Boards and Commissions.

## VII. PUBLIC HEARINGS

- A. ORDINANCE AMENDING CHAPTER 10 – ZONING ORDINANCE, SECTION 10.202, TABLE OF USES – RESIDENTIAL MIXED RESIDENTIAL, BUSINESS AND INDUSTRIAL DISTRICTS, BY CHANGING USE #1.30 (TOWNHOUSE) AND USE #1.41 (MULTIFAMILY DWELLING, 3 OR 4 DWELLING UNITS) FROM “P” (PERMITTED) TO “S” (SPECIAL EXCEPTION) IN THE GENERAL RESIDENCE A AND B (GRA & GRB) DISTRICTS

Mayor Lister read the legal notice, declared the public hearing open and called for speakers.

Planning Director Taintor provided a brief presentation on the Ordinance. He reviewed and outlined the designations under the ordinance and spoke to the different types of townhouses. He stated the potential new developments in GRA are 84 and GRB are 44 for a total of 128.

Paul Burton said his property is directly affected by this change and his residence has been targeted by the Planning Department and staff. He has requested information on the process from Planning Director Taintor and City Attorney Sullivan and has not received a response.

David Underhill said he signed a letter that is in the City Council packet as his property abuts Mr. Burton's property. He said this ordinance protects the residential feel of Broad Street and Pinehurst Road neighborhood.

With no further speakers, Mayor Lister declared the public hearing closed.

B. ORDINANCE AMENDING CHAPTER 7, ARTICLE II, SECTION 7.213 – FEES AND TERMS FOR MEDALLIONS/LICENSES

Mayor Lister read the legal notice, declared the public hearing open and called for speakers.

City Attorney Sullivan said that this ordinance was recommended by the Taxi Commission. He reviewed the ordinance which will change any revocation from 24 hours to 1 day.

With no speakers, Mayor Lister declared the public hearing closed.

**VIII. APPROVAL OF GRANTS/DONATIONS**

*(There are no items on under this section of the Agenda)*

**IX. CONSIDERATION OF RESOLUTIONS AND ORDINANCES**

- A. First Reading of Proposed Ordinance amending Chapter 1, Article IX, Section 1.901 – Conflict of Interest of the Administrative Code

**Councilor Spear moved to pass first reading and schedule a public hearing and second reading of the proposed Ordinance at the November 17, 2014 City Council meeting. Seconded by Councilor Thorsen.**

Councilor Kennedy stated residents are concerned that we are not following the City Charter.

Councilor Dwyer said she has provided copies of current ordinances that are stronger than this ordinance under the Code of Ethics. She said that the ordinance includes all the boards and commissions and employees.

Councilor Thorsen said he agrees with some parts but disagrees with others. He said the disclosures listed would only be when a conflict arises in session. He feels they are two different things. He indicated he would be bringing back amendments to the ordinance at second reading regarding 1) time frame use on effective date of the ordinance, 2) expend to specific board and commission and vote on them individually, 3) amount of reported funds, 4) disclosure should include property and not just businesses.

Assistant Mayor Splaine said the ordinance should include regular boards. He is not concern with immediate members but 10 years from now and the continued development in the City is a concern.

Councilor Kennedy said part of the concerns with such an ordinance has been that there are not enough people that will want to serve on the boards and commissions. She asked for the number of people waiting in the wings, not names. She said two people have stated they have applied to serve on a board and commission and has not heard back.

**Motion passed.**

- B. Second Reading of Ordinance amending Chapter 10 – Zoning Ordinance, Section 10.202, Table of Uses – Residential Mixed Residential, Business and Industrial Districts, by changing Use #1.30 (Townhouse) and Use #1.41 (Multifamily Dwelling, 3 or 4 Dwelling Units) from “P” (Permitted) to “S” (Special Exception) in the General Residence A and B (GRA & GRB) Districts

**Councilor Spear moved to pass second reading and schedule third and final reading of the proposed Ordinance at the November 17, 2014 City Council meeting. Seconded by Councilor Kennedy.**

Councilor Lister said at the last City Council meeting was there anything Mr. Burton could have done between the last meeting and this meeting to vest his property. City Attorney Sullivan said no. There were no actions he could have taken to exempt him from the process. Councilor Lown said if Mr. Burton submitted a project before first reading passed would that have vested him. City Attorney Sullivan said yes.

Councilor Lown said he met with Mr. Burton and he felt he was treated unfairly. He spoke with Principal Planner Cracknell of the Planning Department and he feels that Mr. Burton was not treated unfairly and he could have presented a project prior to the last meeting and been vested.

Councilor Spear said the City Council has heard over the last year allegations against the City staff and tonight we are seeing an example of City staff protecting the interest of the City and its residents and thanked the staff for looking after the best interest of the City.

**Motion passed.**

- C. Second Reading of Proposed Ordinance amending Chapter 7, Article II, Section 7.213 – Fees and Terms for Medallions/Licenses

**Councilor Kennedy moved to pass second reading and schedule third and final reading of the proposed Ordinance at the November 17, 2014 City Council meeting, as presented. Seconded by Councilor Shaheen.**

Assistant Mayor Splaine stated that the owners are in favor of the ordinance amendment.

**Motion passed.**



## X. CONSENT AGENDA

- A. Letter from Emily Christian, National Multiple Sclerosis Society requesting to hold the 2015 Walk MS Portsmouth on Saturday, April 18, 2015 from 10:00 a.m. to 2:00 p.m. ***(Anticipated action – move to refer to the City Manager with power)***
- B. Acceptance of Donation to Art-Speak
- Cathy Sununu - \$100.00
- (Anticipated action – move to approve the accept the donation to Art-Speak, as listed)***
- C. Letter from Lt. Shannon Jones, The Salvation Army, requesting permission to place “Christmas Kettles” in Market Square beginning November 13, 2014 through December 24, 2014 ***(Anticipated action – move to refer to the City Manager with power)***

**Councilor Shaheen moved to adopt the Consent Agenda. Seconded by Councilor Spear and voted.**

## XI. PRESENTATION & CONSIDERATION OF WRITTEN COMMUNICATIONS & PETITIONS

- A. Letter from Jane Zill, Joe Onosko, and Diane Connors regarding citizen concern relative to the Goodwin/Webber estate case

**Assistant Mayor Splaine moved to refer the letter and questions to the Police Commission. Seconded by Councilor Kennedy.**

Assistant Mayor Splaine said he is stunned in hearing and reading the responses from the panel and the limited scope of the investigation. He said the scope came forward without a public discussion. He felt we would have a professional investigation on this matter.

Councilor Kennedy said she is looking at process and there is a question on this matter. She said the email link is down, calling a meeting within 1 day of the posting. She said the public does not have adequate process.

Councilor Dwyer said this is a good opportunity to pause to see if we have the right process in place. She said we may be better served by engaging outside agencies that has expertise in this matter and area. She would like to go back and have independent counsel that does this type of thing.

Councilor Morgan said she is in agreement with Councilors Kennedy and Dwyer’s and would vote in favor of the motion. She feels we should have an outside agency investigate the matter.

Councilor Shaheen said we need to consider if we are addressing the matter. She feels the most important outcome is confidence in the findings whether or not we agree with the questions. The City Council and the Police Commission need to ensure that they have the utmost confidence on how the investigation is running.

Councilor Lown said we are hearing people accusing the City Council and City staff, hiding things, land use boards are in the back pockets of developers the concern with the conflict of interest ordinance. He said you need evidence before making accusations.

Councilor Spear said the motion does not accomplish anything. He said when he read the charge he thought it was good but now he feels that the charge does not list process and procedures and that creates a gap. He said the City Council should make a statement this evening and state the scope of work.

***Assistant Mayor Splaine withdrew his motion and Councilor Kennedy her second to the motion.***

**Councilor Lown moved that Mayor Lister and Assistant Mayor Splaine meet with the Police Commission to review the scope of the investigation and address the questions in the letter and any other questions brought forward. Seconded by Councilor Thorsen.**

Councilor Kennedy said that we need to include the public in the motion to have them as part of the process.

**Councilor Kennedy moved to amend the motion that a public hearing on this case be heard with the City Council and Police Commission. Seconded by Councilor Morgan.**

Councilor Thorsen said he trusts the process but needs to see the verification of how it is going. He stated in the letter many of the questions exceed the scope of the investigation and we need to trust the process.

Councilor Shaheen asked City Attorney Sullivan who is technical responsible for the charge in the investigation. City Attorney Sullivan stated the Police Commission. Councilor Shaheen asked if the Council is in charge to request that the scope be expanded. City Attorney Sullivan said it would be appropriate to invite the Police Commission to hold a public hearing.

Councilor Spear said it would be helpful for the Committee to come forward with a recommendation.

Councilor Dwyer said the Attorney General's office already looked at this matter. She said the public needs to understand the scope of the Attorney General's office when they looked at this. She said the Attorney General's office is the highest level of investigation in State government.

**Councilor Shaheen moved that Mayor Lister and Assistance Mayor Splaine meet with the Police Commission to review the scope of the Webber/Goodwin Investigation, how that scope was defined, the potential for expanding the scope and that the City Council would like the Police Commission to hold a Public Hearing following that meeting. This motion was accepted by Councilor Lown and Councilor Kennedy as part of their motions and agreed upon by Councilor Thorsen and Councilor Morgan who seconded the motions.**

**Motion passed as follows:**

**Moved that Mayor Lister and Assistance Mayor Splaine meet with the Police Commission to review the scope of the Webber/Goodwin Investigation, how that scope was defined, the potential for expanding the scope and that the City.**

- B. Letter and Petition from Friends of Sheafe Street Neighborhood Association requesting that the Sheafe Street repair project be definitively scheduled

**Councilor Kennedy moved to send a letter to Andrea Heitker, Valerie Sobel, Marie Bodi and Thomas Bertrand, Officers of the Sheafe Street area Neighborhood Association stating the project will be done in the spring of 2015. Seconded by Councilor Shaheen and voted.**

- C. Letter from 22 Owners/Residents of Broad Street and Pinehurst Road regarding Ordinance Amending Chapter 10 – Zoning Ordinance, Section 10.440, Table of Uses Residential Mixed Residential, Business and Industrial Districts, by changing Use #1.30 (Townhouse) and Use #1.41 (Multifamily Dwelling, 3 or 4 Dwelling Units) from “P” (Permitted) to “S”0 (Special Exception) in the General Residence A and B (GRA & GRB) Districts

**Councilor Spear moved to accept and place the letter on file. Seconded by Councilor Shaheen and voted.**

## **XII. REPORTS AND COMMUNICATIONS FROM CITY OFFICIALS**

### **A. CITY MANAGER**

- 1. Request for Approval of Amendment to Wright Avenue LLC License Agreement (Tabled from the October 6, 2014 City Council meeting)

City Manager Bohenko reported that this matter was tabled from the October 6, 2014 City Council meeting. Greg Annis Project Manager said he is here to answer any questions the City Council may have. City Manager Bohenko said the City Council wanted to know why there is a need for an extension. Mr. Annis spoke to the project time frame and said Public Service of New Hampshire advised them that the pole would provide adequate power but later Public Service advised us that the current pole could not handle the capacity for the electrical service needed for the project. He stated that this required a 3 to 4 month delay.

**Councilor Spear moved to authorize the City Manager to negotiate and enter into an Amendment to the License Agreement for Wright Avenue, LLC originally dated March 11, 2014 and approved by vote of the City Council on February 14, 2014. Seconded by Councilor Dwyer.**

Councilor Kennedy said she is concerned with compliance of ADA requirements. She stated that she feels there will still be compliant issues later and would not support the motion for that reason.

Councilor Dwyer asked if there is a reason why the spaces could not be placed closer to State Street or Daniel Street. She said the placement seems adequate.

Public Works Director Rice said the reason was it provided access to the ramps to get people onto the sidewalks.

Councilor Kennedy said she has been down to the area and the space near Rosa's is not close enough. She said people that have disabilities are not going to walk that far.

City Manager Bohenko said Public Works Director Rice has stated what the correct spaces are and he is suggesting making one space on one side and another space on the other closer. He said he would look at that with staff. If there is requirement for temporary access the owner will be responsible for that cost.

**Motion passed with Councilor Kennedy voting opposed.**

2. Request for Approval of a Proposed Two-Year Agreement between the City of Portsmouth and the Supervisory Management Association

Human Resources Director Fogarty presented the Two-Year Agreement with Supervisory Management Association with a 10-year rolling COLA and other areas of the Agreement to the Council.

**Councilor Spear moved to accept the proposed contract with the Supervisory Management Alliance to expire on June 30, 2016. Seconded by Councilor Shaheen.**

Councilor Lown said that the City has done a good job but he is looking to get all employees to consumer driven healthcare. Councilor Thorsen agreed with Councilor Lown.

**On a roll call 7-2, voted to accept the proposed contract with the Supervisory Management Alliance to expire on June 30, 2016. Assistant Mayor Splaine, Councilors Shaheen, Kennedy, Dwyer, Morgan, Spear and Mayor Lister voted in favor. Councilors Lown and Thorsen voted opposed.**

3. Proposed Request to Proceed with Life Cycle Cost Estimates for Pease Wastewater Treatment Facility Alternative

City Manager Bohenko stated that we are looking at whether Pease would be a possibly location for a Wastewater Treatment Plant.

Deputy City Attorney Woodland said staff is prepared to proceed with the plan to go forward with Peirce Island for the Wastewater Treatment Plant. She said there is a change in conditions and felt that the City Council needs to be made aware.

Councilor Shaheen asked if the analysis led the City Council to look at Pease and would it be acceptable if the time table would allow us to change the location.

Deputy City Attorney Woodland said the EPA and DES have been supportive of looking at an extension to get compliances with Peirce Island. She said we would have until November 2018. She said if we move forward with Pease the final completion would be beyond 2018 and we would need to look at how much of the flow could be brought back and we would need to negotiate it.

Councilor Kennedy asked if there have been any changes since the work session two weeks ago. Deputy City Attorney Woodland said EPA is saying they are not concern with the blend issue.

Water and Sewer Engineer Desmarais stated the scope of work is at a 60% design level and we need to get it to what the new site plans would look like.

Councilor Dwyer asked about costs and life cycle costs. Water and Sewer Engineer Desmarais said there are a number of studies outside communities have done on their own.

Councilor Dwyer asked to get to the 10% design is that a step in the \$300,000.00 cost. Water and Sewer Engineer Desmarais said we can do the site plan and we need to look at how we get the wastewater to the area for the new site plan.

Councilor Dwyer said we need a reasonable estimate if Pease would work at all. Water and Sewer Engineer Desmarais said it would be at the beginning of the scope which would be Phase I. City Manager Bohenko asked what Engineer Desmarais thought the cost would be. Engineer Desmarais said maybe 1/3<sup>rd</sup> of the project. City Manager Bohenko said we have come up with going to Phase II and Phase III if we are able to get past Phase I. Engineer Desmarais said it is important to note that we can stop the process at any time.

Councilor Thorsen said the difference is the City does not control Pease but we do Peirce Island. He asked if we need acceptances by the PDA and have we had any discussions with them on this matter. City Manager Bohenko said we have talked with PDA all along about Wastewater Treatment Plant at Pease. He said discussions with PDA on this were held in Non Public Session regarding negotiations. He said we would need to speak with the FAA as well. He further stated we would need to open up our Municipal Services Agreement with the PDA. He stated the cost for the Wastewater Treatment Plant is at \$80,000,000.00. He said the last City Council to make a decision on this issue was in 1956.

Councilor Thorsen asked when we could make this type of decision because he would like to go forward with Pease.

City Manager Bohenko said he is as concern as the City Council. He said the finish line keeps moving further away from us. He spoke to secondary treatment and the nitrate issue, only 4% of our flow goes up to the Bay. He said 96% of the flow goes away. He said we wanted the Wastewater Treatment Plant at Peirce Island to stay within the fence line. City Manager Bohenko said now there is a blending issue. He said if that requires us to do the blending we would need to encroach over the fence line which is at the control of the EPA.

Councilor Lown said this is the biggest issue the City has faced in 40 years. In the context of that \$300,000.00 is a small amount to explore our options.

City Manager Bohenko said we have had internal discussions on this and the staff feels it is important to bring the issue forward. He said the real issue is the time line. We are trying to get the life cycle costs in 4 ½ months. The big question is once the layout is done will the PDA approve it. He said does the City Council want us to stay at Peirce Island and stay in the fence line. If we need to add more tanks and move outside the fence line we would need to go to the courts. City Manager Bohenko asked the City Council do you want us to break the study into three phases.

Councilor Morgan said in 4 ½ months we are occurring costs, we have certain things defined and now if we could get solid information earlier on in the study what would be the impact. City Manager Bohenko said he does not have a problem going forward with Peirce Island.

**Councilor Kennedy moved to authorize the City Manager to proceed with expending up to \$300,000.00 from the Pease bond proceeds for the Pease Wastewater Treatment alternative as described in the City Manager's memorandum dated October 16, 2014 and that a report back be made to the City Council following Phase I. Seconded by Councilor Dwyer.**

Councilor Kennedy said we looked at pricing this out and we looked at Pease and it was \$20,000,000.00 more. She stated if we expand Peirce Island for Wastewater Treatment Plant we would lose our rights and views of the water.

Councilor Kennedy said we have been going back and forth and it is time to cut our losses and move the Wastewater Treatment Plant out to Pease. Councilor Kennedy said we could share our costs for upkeep with other communities and then we would only have one treatment plant and keep our access to the ocean at Peirce Island.

Assistant Mayor Splaine said he supports the motion.

Councilor Shaheen asked if there is a way to be engaged in Phase I as a City Council before we expend the entire \$300,000.00.

Councilor Kennedy agreed to have a report back to the City Council after Phase I.

Councilor Dwyer said we are voting to see what the feasibility is to move the Wastewater Treatment Plant to Pease.

City Manager Bohenko stated that Phase I would only do a site layout, the entire life cycle would need to be done at the cost of \$300,000.00. He said the PDA would want to know the layout and what odor controls we would have in place.

Mayor Lister passed the gavel to Assistant Mayor Splaine.

Mayor Lister said he supports the motion and would like a general sense of what it means' going out to Pease in terms of roads, construction and traffic impact. He would like staff to answer Councilor Lown's questions on how the staff feels on the matter.

Assistant Mayor Splaine returned the gavel to Mayor Lister.

City Manager Bohenko said staff feels we should do this, and he does not and has concerns. Public Works Director Rice said he recommended to the City Manager to proceed in this manner.

**Motion passed.**

Mayor Lister requested a brief recess and that we adjourn no later than 11:00 p.m. At 10:00 p.m. Mayor Lister called the meeting back to order.

**B. MAYOR LISTER**

1. 2015 Draft Schedule of City Council Meetings and Work Sessions

Mayor Lister presented the City Council schedule of meetings and work sessions for 2015. He stated he added 5 weeks that gives the Council 35 meetings in 2015. He also intended he would like all Council meetings to end by 10:30 p.m.

Councilor Dwyer said we may have additional work sessions associated with other regular City Council meetings which are not listed in the calendar of meetings.

Councilor Spear said this is a good starting point. He said we don't always know what the many issues might come forward.

Councilor Kennedy said she would like Mayor Lister to designate the work sessions. She would like to see a Master Plan, Form Based Zoning, Water/Sewer matters, Small Businesses, Senior Support and Doble Center. She said we have water/sewer work sessions 3 times a year.

Mayor Lister said he is willing to take information on work session topics but not to add them at this point.

Councilor Morgan said she supports Councilor Kennedy's work session topics. She would like to see work sessions on small businesses. She said November 5<sup>th</sup> is not a regular meeting. She would like to keep two regular meetings in November.

Councilor Dwyer would like to know if we could try November 5<sup>th</sup> as a Special meeting.

Assistant Mayor Splaine said Mayor Lister has come forward with a good way to facilitate meetings going forward.

**Assistant Mayor Splaine moved to approve the 2015 Schedule of City Council meetings and Work Sessions, as presented. Seconded by Councilor Shaheen and voted.**

2. Draft Letter to be sent to the Regional Working Group Re: Helicopter Regulation:
  - Greenland
  - Stratham
  - Newington
  - Rye
  - New Castle
  - Durham
  - Kittery

Mayor Lister said he has a draft letter to send to the above referenced communities and have a gathering to move forward with the helicopter issue.

3. Establishment of Joint Budget Committee

**Assistant Mayor Splaine moved to approve the establishment of a Joint Budget Committee. Seconded by Councilor Dwyer.**

Joint Budget Committee

*The Joint Budget Committee is established for the purposes of advising the City Manager and the City Council on issues pertaining to the development of the Annual Budget.*

*7 Voting Members:*

- *Chair, Mayor Robert J. Lister*
- *(2) City Councilors, to be appointed by the Mayor (Mayor Lister appointed Councilors Spear and Thorsen to serve as the City Council Representatives)*
- *(2) School Board Members, to be appointed by the School Board Chair*
- *Fire Commission member, to be appointed by the Commission Chair*
- *Police Commission member, to be appointed by the Commission Chair*

*5 Non-voting Ex-officio Members*

- *City Manager John P. Bohenko*
- *Finance Director Judie Belanger*
- *Superintendent of Schools Ed McDonough*
- *Fire Chief Steven Achilles*
- *Police Chief Stephen Dubois*

*Charge of the JBC*

- *The JBC shall advise the City Manager and City Council on the adoption of guidelines for the preparation of the proposed FY16 budget by January 15<sup>th</sup>*



- *City Staff will provide information to the Committee on factors impacting the development of the municipal budget*
  - *Health Insurance rates*
  - *Retirement rates*
  - *Contractual Obligation impacts*
  - *Any and all other costs which would impact the Operating Budget*
- *JBC Agenda Format*
  - *Anticipated to have one meeting a month from September through March*
  - *Agenda to be put together by the Mayor and City Manager with input from various departments and elected officials*
  - *At the beginning of each meeting, opportunity for any elected official to bring up a topic and speak to it*
  - *At the end of each meeting, opportunity for citizens to speak*
- *The Committee shall not assume responsibilities of the City Manager or the City Council as outlined in the City Charter*

Councilor Morgan thanked Mayor Lister for putting this together but stated she would like discussion held with all City Councilor's involved in moving forward with a JBC. She said we need guidelines for agenda postings, agenda topics and presentations. She also said all meetings on the budget should be televised for departments throughout the City. Councilor Morgan said she would like the budget work session video taped and the presentations be posted.

City Manager Bohenko said we will talk to the departments about having a producer to tape the meetings.

Councilor Kennedy said that the JBC should be televised at all times. She said that this is the number one item we are responsible for as a City Council. Councilor Kennedy stated residents want each City Councilor to deal with the budget. She expressed concern that the JBC would come back with a recommendation and it would be a done deal.

Councilor Shaheen said that this is a public meeting. The meeting will be noticed, people can come and minutes will be public. She said there is a lot of talk this evening that applies to a lack of transparency. She commended Mayor Lister for coming forward with this which adds another step in the budget process.

Councilor Thorsen said he understands the concerns with people coming to a JBC meeting. He said any City Councilor can come to the meeting as long as the meeting is noticed. He does not see a problem with as many City Councilors participating as possible.

Councilor Dwyer said the charge of the JBC is not to create the budget. She said the committee advises on the guidelines for the budget. She said JBC is not preparing the budget.

Councilor Morgan said she would like all materials available to everyone and that the meetings are televised or taped.

Mayor Lister said the meetings will be posted and people are able to attend.

Assistant Mayor Splaine said sometimes you need to have faith in good people. He has confidence in Mayor Lister and those involved in the JBC to communicate and provide information.

**Motion passed with Councilor Kennedy voting opposed.**

4. Letter from John F. Golumb, Chairman of Portsmouth Police Commission Re: Public Allegations on Police Morale

Mayor Lister said the City Council has a copy of a letter from Police Commissioner John Golumb.

Councilor Morgan said the City Council had discussed having a work session with the Police Commission. She has questions on enforcements and would like to get a dialogue started with the police and the City Council. She said the City Council can meet with the Police Chief and ask questions.

Councilor Spear said if Mayor Lister feels it warrants a work session it is at the call of the Mayor. He said he would need to know the agenda before voting on establishing a work session.

Councilor Dwyer said there is a paragraph that the Police Commission is inviting them to there work session on October 22<sup>nd</sup> and feels the time is difficult. She asked if the City Council should have a liaison to the Police Commission, Fire Commission and School Board in order to keep updated on issues.

Councilor Kennedy said she had a conversation with the Chief on one of her issues but she would like to know what is our procedure when something happens with school aged children that happens off school grounds with bullying someone. She asked what the protocol is to give data to the public.

Councilor Shaheen said she appreciates the context but it sounds like the role as individual City Councilors. She feels the issue could be addressed with the Police Chief as a City Councilor.

Councilor Dwyer said they are good examples of questions and the Police Department could address them on there website. She said they are general public questions.

Assistant Mayor Splaine said the items by Councilor Kennedy are good questions that the general public would like to know. He sees the value of an open work session with the Police Commission.

**Councilor Morgan moved to request a work session with the Police Commission, Police Chief and City Council to address enforcement and other issues brought forward by Councilor Kennedy. Seconded by Councilor Kennedy.**

**On a roll call 4-5, motion to request a work session with the Police Commission, Police Chief and City Council to address enforcement and other issues brought forward by Councilor Kennedy *failed* to pass. Assistant Mayor Splaine, Councilors Kennedy, Morgan and Thorsen voted in favor. Councilors Shaheen, Lown, Dwyer, Spear and Mayor Lister voted opposed.**

### **C. ASSISTANT MAYOR SPLAINE**

#### 1. “Non-Meetings” vs. “Non-Public Sessions”

Assistant Mayor Splaine said that this was discussed at length at the last City Council meeting.

**Assistant Mayor Splaine moved that the Portsmouth City Council agrees “non-meetings” will be held only when absolutely necessary in order to discuss ‘strategy or negotiations with respect to collective bargaining’ or ‘consultation with legal counsel,’ and that when they are held the purpose of the non-meeting will be publicly disclosed, discussion will be limited to that topic, there will be a public roll-call vote, and a record will be kept of when the non-meeting begins, ends, and who is in attendance. Seconded by Councilor Spear.**

Assistant Mayor Splaine said this would upgrade on how we respond to non-meetings like Non Public Session on a voluntary basis. We would announce what the non-meeting is for and keep track of that.

Councilor Dwyer said we do not take votes in non-meetings. She said there may be times that you do not specify details of what the discussion is about and that would be what is intended. Assistant Mayor Splaine said correct.

Councilor Thorsen said we did not eliminate non-meetings entirely because non-meetings are allowed for the two items listed in the RSA. He asked if going into non-meetings the vote would require us to do this in front of the camera because he feels it would be awkward.

**On a unanimous roll call 9-0, voted that the Portsmouth City Council agrees “non-meetings” will be held only when absolutely necessary in order to discuss ‘strategy or negotiations with respect to collective bargaining’ or ‘consultation with legal counsel,’ and that when they are held the purpose of the non-meeting will be publicly disclosed, discussion will be limited to that topic, there will be a public roll-call vote, and a record will be kept of when the non-meeting begins, ends, and who is in attendance.**

### **D. COUNCILOR SHAHEEN**

#### 1. Maintenance Planning

Councilor Shaheen said she would like to refer this for report back as she has heard there are issues with up keeping of parks and public spaces. She said it is onerous to require Public Works Department to care for these new public spaces. She asked if Trees and Greenery is the proper place or is there another committee this should be referred to.

Councilor Shaheen requested that City Manager Bohenko work with staff on developing a maintenance plan for parks and public spaces.

**E. COUNCILOR MORGAN**

1. City Ordinance for Helicopters

Councilor Morgan said she would like to create an ordinance on helipads.

**Councilor Morgan moved to request the City Attorney to draft a Zoning Ordinance regulating Helipads, restricting its use to medical emergency transfers and to emergency public safety operations by credentialed governmental authorities, local, state and/or federal. The ordinance should include language to specify storage, maintenance and fueling of helicopters are permitted at Pease International Airport only. Seconded by Councilor Kennedy.**

Councilor Spear asked City Manager Bohenko if the staff can speak about what zones currently allow for helicopters.

City Manager Bohenko asked Planning Director Taintor to speak to the matter. Planning Director Taintor said the current zoning ordinance allows helipads. He said it is currently for the hospital as an accessory use. He said we cannot address what happens at Pease. He further stated it is always by special exemption by the Board of Adjustment. He said there are special criteria to be met with a public hearing required.

Councilor Shaheen said with the current zoning ordinance the current operation is beyond our jurisdiction because they are flying in and out of Pease. Planning Director Taintor said the zoning ordinance does not define and would require a special exemption and site plan approval.

Councilor Morgan asked about the specific areas. Planning Director Taintor said it is in the zoning ordinance in the Table of Uses, in Residential, Mixed Residential, Business and Industrial Districts, Special Exemption for Office Research, Industrial and Waterfront Industrial areas.

Councilor Dwyer said she would like to continue the notation of special exemption. She said we should continue with special exemption and not give blanket approval.

Councilor Thorsen agreed with Councilor Dwyer's comments.

Councilor Kennedy asked Councilor Morgan who she went to for guidance for the ordinance. Councilor Morgan said she did not go to any staff. She presented it to the City Attorney to review and craft an ordinance. Councilor Kennedy would like Councilor Morgan to amend the motion to have the City Attorney and Planning Director look at any lope holes that might allow helicopters. She said we need to make sure we are covering all bases.

***Councilor Morgan withdrew her motion and Councilor Kennedy the second to the motion.***

**Councilor Morgan moved to refer to the City Manager for report back on the Zoning Ordinance Section 10.440 Table of Uses – Residential, Mixed Residential, Business and Industrial Districts – 15.20 Heliport – Special Exemption for Office Research, Industrial and Waterfront Industrial. Seconded by Councilor Shaheen and voted.**

2. EDC – Updating the composition of the Economic Development Committee

There was no discussion or action on this item.

3. Request for Additional Council Meeting in November

There was no discussion or action on this item.

#### **F. COUNCILOR SPEAR**

1. Parking Revenue Options

Councilor Spear said he brought up the issue of looking at parking revenues when we get the budget in May. He said he would like to know if the City Council would give JBC guidelines to look at this matter.

**Councilor Spear moved the Council asks that the JBC consider the Parking Revenue options presented at the retreat. Seconded by Councilor Lown.**

Councilor Thorsen said he supports discussing parking revenues.

Councilor Morgan said along with this if we are going to talk about revenues she does not agree with installing meters on Parrott Avenue. She said there should be parking breaks for residents. She would like to see suggestions for cost savings.

Councilor Dwyer said in looking at the charge of the JBC the adoption of guidelines is preparation for the budget. She said she wonders if JBC would be making guidelines for the Fee Committee. She said we may need more discussion on this.

Councilor Kennedy said Parking, Traffic & Safety Committee should have a look at this as well. She said this is an example of why people want to be involved. She would like to look at Sunday parking during the winter months and maybe we should have a work session on parking.

Councilor Shaheen said given you framed this as revenue she wants to know where the starting point is for a parking enterprise fund. She feels we need a broader discussion on this matter.

Assistant Mayor Splaine said if this is coming up at the JBC and the Parking, Traffic & Safety Committee we should not expand ticketing or metering Parrott Avenue.

Councilor Spear said he feels that this is a matter that needs to be discussed and now because of the budget. He said Parking, Traffic & Safety Committee is geared towards safety the Fee Committee has only two City Councilors and don't have the broad support as others.

***Councilor Spear withdrew his motion and Councilor Lown his second to the motion.***

Councilor Spear stated he would be discussing this matter further with Mayor Lister and Councilor Thorsen.

### **XIII. MISCELLANEOUS/UNFINISHED BUSINESS**

Mayor Lister said for future Council meetings he would like Councilors to put one item on the agenda and make a presentation if needed and the Council would then discuss the item at the following City Council meeting. This will allow everyone to address something at a meeting.

### **XIV. ADJOURNMENT [AT 10:00PM OR EARLIER]**

**At 11:20 p.m., Councilor Lown moved to adjourn. Seconded by Councilor Spear and voted.**



Kelli L. Barnaby, CMC/CNHMC  
City Clerk

LEGAL NOTICE

NOTICE IS HEREBY GIVEN that a Public Hearing will be held by the Portsmouth City Council on Monday, December 22, 2014 at 7:00 p.m., Eileen Dondero Foley Council Chambers, Municipal Complex, 1 Junkins Avenue, Portsmouth, NH on a Proposed Ordinance amending Chapter 10 – Zoning Ordinance, Section 10.440 Table of Uses, use #15.20 and Section 10.1530 Terms of General Applicability, regarding Helipad and Heliport. The complete Ordinance is available for review in the Office of the City Clerk and Portsmouth Public Library, during regular business hours.

KELLI L. BARNABY, CMC/CNHMC  
CITY CLERK

LEGAL NOTICE

NOTICE IS HEREBY GIVEN that a Public Hearing will be held by the Portsmouth City Council on Monday, December 22, 2014 at 7:00 p.m., Eileen Dondero Foley Council Chambers, Municipal Complex, 1 Junkins Avenue, Portsmouth, NH on a Proposed Ordinance amending Chapter 10 – Zoning Ordinance, Section 10.440 Table of Uses, use #15.20 and Section 10.1530 Terms of General Applicability, regarding Helipad and Heliport. The complete Ordinance is available for review in the Office of the City Clerk and Portsmouth Public Library, during regular business hours.

KELLI L. BARNABY, CMC/CNHMC  
CITY CLERK

PM-203383

ORDINANCE #

THE CITY OF PORTSMOUTH ORDAINS

That the Ordinances of the City of Portsmouth, Chapter 10 – Zoning Ordinance be amended as follows (deletions from existing language ~~stricken~~; additions to existing language **bolded**; remaining language unchanged from existing):

1. In Section 10.440, Table of Uses – Residential, Mixed Residential, Business and Industrial Districts, amend use # 15.20 as follows:

Use		OR	I	WI
<b>15.20 Helipad or helipad</b>				
<b>15.21 Helipad, as an accessory use to a permitted hospital use</b>		<b>S</b>	<b>S</b>	<b>S</b>
<del>15.22 Helipad, as an accessory use incidental to a permitted use, not to include the carrying of persons or freight as a commercial operation</del>		<del>S N</del>	<del>S N</del>	<del>S N</del>

[Note: Designations in all other zoning districts to be “N” for helipad, and to remain “N” for heliport.]

2. In Section 10.1530, Terms of General Applicability, insert the following new terms and definitions in alphabetical order:

**Helipad**

**An area of land, water, or a structure designated for the occasional landing and takeoff of helicopters but not used solely for that purpose, and not including facilities for helicopter fuel, service, maintenance or overhaul, or sale of products.**

**Heliport**

**An area of land, water, or a structure used or intended to be used for the landing and takeoff of helicopters, together with appurtenant buildings and facilities.**

The City Clerk shall properly alphabetize and/or re-number the ordinances as necessary in accordance with this amendment.

All ordinances or parts of ordinances inconsistent herewith are hereby deleted.



This ordinance shall take effect upon its passage.

APPROVED:

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Robert Lister, Mayor

ADOPTED BY COUNCIL:

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Kelli L. Barnaby, City Clerk

LEGAL NOTICE

NOTICE IS HEREBY GIVEN that a Public Hearing will be held by the Portsmouth City Council on Monday, December 22, 2014 at 7:00 p.m., Eileen Dondero Foley Council Chambers, Municipal Complex, 1 Junkins Avenue, Portsmouth, NH on a Proposed Ordinance amending Chapter 10 – Zoning Ordinance, Section 10.1110 – Off-street Parking. The complete Ordinance is available for review in the Office of the City Clerk and Portsmouth Public Library, during regular business hours.

KELLI L. BARNABY, CMC/CNHMC  
CITY CLERK

**LEGAL NOTICE**

NOTICE IS HEREBY GIVEN that a Public Hearing will be held by the Portsmouth City Council on Monday, December 22, 2014 at 7:00 p.m., Eileen Dondero Foley Council Chambers, Municipal Complex, 1 Junkins Avenue, Portsmouth, NH on a Proposed Ordinance amending Chapter 10 – Zoning Ordinance, Section 10.1110 – Off-street Parking. The complete Ordinance is available for review in the Office of the City Clerk and Portsmouth Public Library, during regular business hours.

KELLI L. BARNABY, CMC/CNHMC  
CITY CLERK

PM-2013381

ORDINANCE #

THE CITY OF PORTSMOUTH ORDAINS

That the Ordinances of the City of Portsmouth, Chapter 10 – Zoning Ordinance, Section 10.1110 – Off-Street Parking, be amended by inserting a new paragraph 10.1115.24 as follows (deletions from existing language ~~stricken~~; additions to existing language **bolded**; remaining language unchanged from existing):

**10.1115.24 The provisions of Section 10.1112.50 – Maximum Number of Parking Spaces, shall not apply to buildings and uses within the Downtown Overlay District.**

The City Clerk shall properly alphabetize and/or re-number the ordinances as necessary in accordance with this amendment.

All ordinances or parts of ordinances inconsistent herewith are hereby deleted.

This ordinance shall take effect upon its passage.

APPROVED:

\_\_\_\_\_  
Robert Lister, Mayor

ADOPTED BY COUNCIL:

\_\_\_\_\_  
Kelli L. Barnaby, City Clerk

LEGAL NOTICE

NOTICE IS HEREBY GIVEN that a Public Hearing will be held by the Portsmouth City Council on Monday, December 22, 2014 at 7:00 p.m., Eileen Dondero Foley Council Chambers, Municipal Complex, 1 Junkins Avenue, Portsmouth, NH on a Bonding Resolution of up to Six Hundred Thousand Dollars (\$600,000.00) for the Purchase of a Heavy Rescue Fire Truck. The complete Resolution is available for review in the Office of the City Clerk and Portsmouth Public Library, during regular business hours.

KELLI L. BARNABY, CMC/CNHMC  
CITY CLERK

LEGAL NOTICE

NOTICE IS HEREBY GIVEN that a Public Hearing will be held by the Portsmouth City Council on Monday, December 22, 2014 at 7:00 p.m., Eileen Dondero Foley Council Chambers, Municipal Complex, 1 Junkins Avenue, Portsmouth, NH on a Bonding Resolution of up to Six Hundred Thousand Dollars (\$600,000.00) for the Purchase of a Heavy Rescue Fire Truck. The complete Resolution is available for review in the Office of the City Clerk and Portsmouth Public Library, during regular business hours.

KELLI L. BARNABY, CMC/CNHMC  
CITY CLERK

PM201387

**THE CITY OF PORTSMOUTH  
TWO THOUSAND FOURTEEN  
PORTSMOUTH, NH**

**RESOLUTION #**

**A RESOLUTION APPROPRIATING THE SUM OF SIX HUNDRED THOUSAND (\$600,000) DOLLARS AND AUTHORIZING THE BORROWING OF SIX HUNDRED THOUSAND (\$600,000) DOLLARS THROUGH THE ISSUE OF BONDS AND NOTES OR THE EXECUTION OF LEASE PURCHASE AGREEMENTS FOR THE ACQUISITION OF ONE FIRE APPARATUS.**

**BE IT RESOLVED:**

**THAT** the sum of **Six Hundred Thousand (\$600,000) Dollars** be and is hereby appropriated for the acquisition of one Fire Apparatus.

**THAT** in order to meet said appropriation the City Treasurer, with approval of the City Manager, is authorized to borrow, on a competitive or negotiated basis, up to **Six Hundred Thousand (\$600,000) Dollars** through the issue of bonds and/or notes of the City under the Municipal Finance Act and/or the execution of lease purchase agreements.

**THAT** the expected useful life of the fire apparatus is determined to be at least 10 years.

**THAT** this resolution shall take effect upon its passage.

**APPROVED BY:**

**ROBERT J. LISTER, MAYOR**

**ADOPTED BY CITY COUNCIL**

**KELLI BARNABY, CMC/CNHMC  
CITY CLERK**



# Portsmouth Fire Department

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## Administration

OCT 22 2014

**To:** City Manager John Bohenko

**From:** Fire Chief Steven Achilles

SEA

**Date:** 10/22/2014

**Re:** Heavy Rescue Fire Truck

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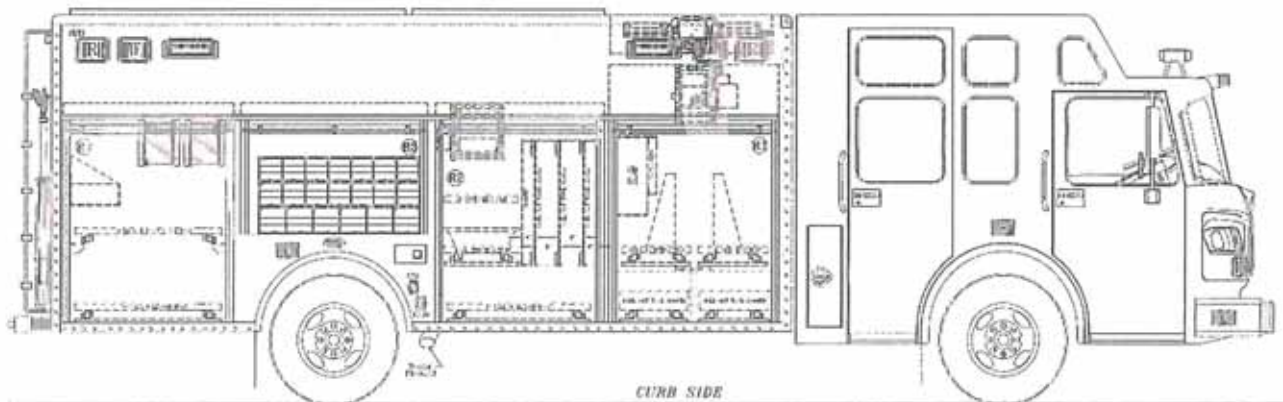
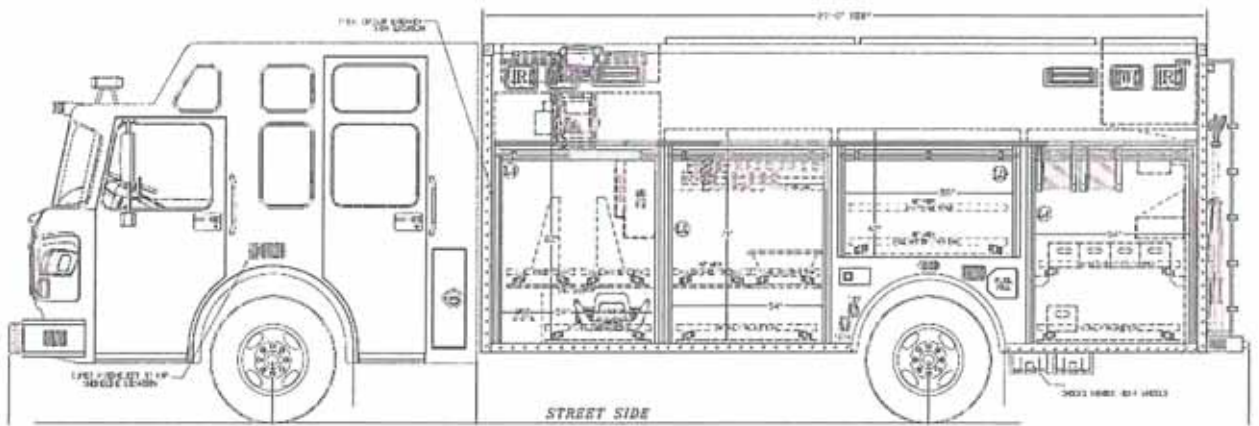
The following is a description of a Heavy Rescue Fire Truck:

A "Heavy Rescue" unit is usually staffed with 3 to 4 personnel and carries everything that a department may use on a technical rescue incident.

Equipment expected to be carried by our department unit:

- Confined space equipment (tripod, hardware, ropes, communications, patient packaging)
- Extrication equipment (power units, electrical units, struts, cribbing, shoring, pneumatic air bags)
- Water rescue (cold water rescue suits, retrieval equipment, patient packaging)
- Rope rescue (ropes, hardware, patient packaging (stokes baskets), mechanical advantage systems, high angle rescue equipment).
- Mobile scene lighting and generator

Please refer to page 2 for the general look and layout of a unit similar to the specifications we have developed.





# Portsmouth Fire Department

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## *Administration*

**To:** City Manager John Bohenko

**From:** Fire Chief Steven Achilles

**Date:** 9/25/2014

**Re:** **Heavy Rescue Fire Truck Bonding Resolution Request**

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The following is a description of a proposed resolution for the FY 15 purchase of a Heavy Rescue Fire Truck:

***Resolution for a bond authorization of up to \$600,000.00 for the purchase of a Heavy Rescue fire truck.***

This project was identified in the FY15 Capital Improvement Program as VE-FD-02: Vehicle Replacement- Heavy Rescue Unit 1. This project is to replace the department's current Rescue which is a 1986 Chevrolet medium duty truck and cargo chassis. The new Heavy Rescue will carry equipment and supplies necessary in performing technical rescues, complex vehicle extrications, and support operations. Included in this project is specialized and appropriate equipment, radios, and vehicle lettering and striping.

The department will be bidding and selecting a manufacturer based on price, required features, and build time. We will also consider demonstrator models that meet the specifications. The current unit will be taken out of service upon delivery of the new Heavy Rescue.

*Department Memorandum*



**VE-FD-02: VEHICLE REPLACEMENT-HEAVY RESCUE UNIT 1**

This allocation is to replace Rescue 1, a 1986 Chevrolet with manual transmission. The new heavy rescue unit will carry equipment needed to perform technical rescues, heavy vehicle extrication, below grades/collapse and support services. This allocation includes equipment, radios, lettering and striping, etc.



		FY 15	FY 16	FY 17	FY 18	FY 19	FY 20	Totals 15-20	6 PY's Funding	Totals
GF	0%							\$0	\$0	\$0
Fed/State	0%							\$0	\$0	\$0
Bond/Lease	100%	\$600,000						\$600,000	\$0	\$600,000
Other	0%							\$0	\$0	\$0
Revenues	0%							\$0	\$0	\$0
PPP	0%							\$0	\$0	\$0
	<b>Totals</b>	<b>\$600,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$600,000</b>	<b>\$0</b>	<b>\$600,000</b>
Commence FY: 2015		Quarter: 1st		Priority: I		Impact On Operating Budget: Negligible				

ORDINANCE #  
THE CITY OF PORTSMOUTH ORDAINS

That Chapter 1, Article IX, Section 1.901: - CONFLICT OF INTEREST of the ADMINISTRATIVE CODE of the Ordinances of the City of Portsmouth be amended to read as follows (deletions from existing language ~~stricken in red~~; additions to existing language **bolded in red**; remaining language unchanged from existing):

ARTICLE IX CONFLICT OF INTEREST/ MANDATORY FINANCIAL DISCLOSURE

Section 1.901: **MUNICIPAL OFFICIAL CITY COUNCIL AND SCHOOL BOARD**  
DISCLOSURES

A. Preliminary: This ordinance is adopted by the City of Portsmouth in compliance with the mandate contained in the Charter Amendment entitled "CONFLICT OF INTEREST" which was adopted by referendum vote of the City of Portsmouth on November 3, 1987. This ordinance may be referred to as the Mandatory Disclosure Ordinance.

B. Definition: For purposes of this Article only, the following terms shall be defined in the following manner:

Municipal Official: For the purpose of mandatory financial disclosure, the term "Municipal Official" shall be defined to include members of the City Council, School Board, Police Commission, and Fire Commission.

Income: The term "income" shall be defined as a gain of recurrent benefit usually measured in money that derives from capital, labor, or investment.

Capital Assets: The term "capital assets" shall be defined to include all corporate stocks or bonds or any other business interest in directly attributable to any business entity which maintains a business location in the City of Portsmouth, owns property in the City of Portsmouth, transacts substantial business in the City of Portsmouth, or transacts business with the City of Portsmouth. The term "capital assets" shall also be defined to include all real estate holdings and interest in real estate located in the City of Portsmouth.

Financial Disclosure Statement: The term "financial disclosure statement" shall mean a written statement, given under oath:

- A. Listing an individual's primary source of annual income and capital assets. However, in no instance shall disclosure be mandated of any capital asset whose value at the time of disclosure is below Ten Thousand (\$10,000) dollars nor shall the value of any source of income or the value of any capital asset be required for disclosure.

- B. Listing any sources of income, whether or not connected with the City of Portsmouth which produce income in an amount greater than \$10,000 calculated annually ~~on a~~ ~~and~~-per calendar year basis.
- C. Obligation of All Municipal Officials: All municipal officials will maintain an updated financial disclosure statement in the Office of the City Clerk. The Financial Disclosure Statement shall be updated annually as of June 30th. Forms shall be based on the form used by the State to implement RSA 15-A (attached) prepared by the City Clerk for approval by the City Council and made available to all municipal officials for this purpose.
- D. Determining Violations: For violation and enforcement purposes, complaints alleging violation of the mandatory disclosure ordinances shall be administered in accordance with the process under the Municipal code of Ethics, Reference Chapter I, Article VIII.
- E. Public Records: Financial Disclosure Statements shall be public records. (Amended 6/4/2007)
- F. Return of Records: Financial Disclosure Statements shall be returned to the public official six (6) months after leaving office. (Adopted In Its Entirety 3/21/88, Amended 3/28/88)
- G. Penalties: Any violation of this article shall be subject to the penalties prescribed for violation of the City Code of Ethics, Sec. 1.801 et seq.

Section 1.902: ELECTION CANDIDATE FINANCIAL DISCLOSURE

- A. Required Disclosure: Any candidate running for City Council, School Board, Police or Fire Commissions receiving a monetary contribution from any one person or entity in the amount of a cumulative total of \$100.00 or more in any calendar year must report the name of the individual, address, amount, and date of contribution. The report must be filed, or updated as appropriate, with the Office of the City Clerk seven (7) days prior to any election at which that person is a candidate for any of the foregoing offices. Any contributions which would otherwise require reporting under this ordinance received within the seven days prior to the election must be submitted in a final report to the Office of the City Clerk no later than two weeks following the election.
- B. Violations: For violation and enforcement purposes, complaints alleging violation of the mandatory disclosure ordinance shall be administered in accordance with the process and penalties available under the Municipal Code of Ethics, Reference Chapter 1, Article VIII.

- C. Public Records: All election candidate financial disclosures shall be public records.  
(Adopted Section 1.902 In Its Entirety 6/4/2007)

The City Clerk shall properly alphabetize and/or re-number the ordinance as necessary in accordance with this amendment.

All ordinances or parts of ordinances inconsistent herewith are hereby deleted.

This ordinance shall take effect upon passage with respect to the City Council and the School Board. It will take effect with respect to Police and Fire Commission as of January 1, 2016.

APPROVED:

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Robert J. Lister, Mayor

ADOPTED BY COUNCIL:

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Kelli L. Barnaby, City Clerk



November 26, 2014

City Council  
1 Junkins Avenue  
Portsmouth, NH 03801

Dear City Council:

The Northern New England Chapter of the Cystic Fibrosis Foundation is once again planning the **Aptalis CF Cycle for Life** for the 2015 summer season. This 150/100-mile two-day bicycle tour will travel the coastline and mainland from Kittery, ME to Biddeford, ME, with approximately 200 participants pedaling for a cure. Since its inception thirteen years ago, CF Cycle for Life has raised over \$1.1 million helping to continue the battle against cystic fibrosis (CF), a genetic disease for which there is currently no cure. In order to accomplish this goal, I wanted to contact you today to inform you about our ride and ensure that we will have approval and support from the City of Portsmouth.

On Saturday, July 18, 2015, the cyclists will begin the tour at 7:30 a.m. from the Traip Academy in Kittery, ME. The cyclists will generally travel between 10-25 mph as they travel the route that brings them to the University of New England in Biddeford, Maine no later than 5:00 p.m. On Sunday, July 19<sup>th</sup> they will return to Kittery from Biddeford along the same route completing their ride no later than 3:00 p.m.

We will be contacting all of the town managers and police chiefs along the route to communicate our plans and receive approval to cycle on the roads. Additionally, we will need to mark the route approximately every 1/2 mile with painted arrows on the street. We will mark the roads using only WHITE road chalk. These marks are used to confirm cyclists are traveling in the correct direction. We have planned to mark the roads in your town during the week of July 13th. **If you have any questions regarding the ride or if any additional permits are required, please contact me at (800) 757-0203.**

I hope this letter provides the information you will need to review our request and answer your logistical questions about the **Aptalis CF Cycle for Life**. If you have any questions or concerns, please do not hesitate to contact me at (800) 757-0203, and I would be more than happy to address any issues that you may have.

Please sign for your approval in the box below and return by email [cvlangas@cff.org](mailto:cvlangas@cff.org), via facsimile to 603-598-8167, or USPS to the address below. Thank you in advance for your time and consideration.

Sincerely  
  
Chris Vlangas  
Development Director

  
Thomas MacLennan  
Logistics Specialist

\_\_\_\_\_  
**City Council**

\_\_\_\_\_  
Or designee (Please Print Name)

City Council is authorized by the City of Portsmouth and grant permission to the Cystic Fibrosis Foundation's 2015 Aptalis CF Cycle for Life to use town roads and facilities for cyclists on July 18 & 19, 2015.



GREATER  
**PORTSMOUTH**  
CHAMBER OF COMMERCE

December 11, 2014

Portsmouth City Council  
John Bohenko, City Manager City of Portsmouth  
1 Junkins Avenue  
Portsmouth, NH 03801

Re: Run Portsmouth Road Race Series 5K Races for 2015

Dear City Manager Bohenko & Portsmouth City Council Members,

The Greater Portsmouth Chamber of Commerce on behalf following races of the 2015 Run Portsmouth Road Race Series hereby requests permission to conduct the following races in the City of Portsmouth:

Thursday, January 1, 2015 (NOTE: This race was approved in 2014)

Great Bay Services - Resolution 5K

Beth Wheland  
Great Bay Services  
2061 Woodbury Avenue  
Newington, NH 03801-2893  
Work phone: 604.436.2014 ext 23.  
Cell: 603.969.9783  
[bwheland@greatbayservices.org](mailto:bwheland@greatbayservices.org)  
Website: [www.millenniumrunning.com/RunPortsmouth](http://www.millenniumrunning.com/RunPortsmouth)  
Race Location: Portsmouth Middle School, Parrott Avenue  
Race Start: 11:00 AM  
Registration: 9:00 AM  
2014 Participants 350

Saturday, July 4, 2015

Easter Seals Veteran's Count - Pack & Boots 5K

David Hampson  
Willis of New Hampshire Inc  
1 New Hampshire Avenue  
Portsmouth, NH 03801  
603-334-3032  
[david.hampson@willis.com](mailto:david.hampson@willis.com)  
Website: [www.millenniumrunning.com/RunPortsmouth](http://www.millenniumrunning.com/RunPortsmouth)  
Race Location: Strawberry Banke, Marcy Street  
Race Start: 9:00 AM  
Registration: 7:30 AM  
2014 Participants 200

Saturday, August 1, 2015

Portsmouth Rotary Club - Thunder Chicken

Justin D. Finn  
Investment Advisor Representative  
Secure Planning, Inc  
42 Middle Street  
Portsmouth, NH 03801  
Phone: (603)433-5515  
[justinf@secureplanninginc.com](mailto:justinf@secureplanninginc.com)  
Website: [www.millenniumrunning.com/RunPortsmouth](http://www.millenniumrunning.com/RunPortsmouth)  
Race Location: Strawberry Banke Museum, Marcy Street  
Race Start: 9:00 AM  
Registration: 7:00 AM  
2014 Participants 300

Sunday, September 13, 2015

CelebratePink 5K Road Race & Walk

Wendy McCoole  
My Breast Cancer Support  
PO Box 1576  
Portsmouth, NH 03802-1576  
603-759-5640  
[wendy@mybreastcancersupport.org](mailto:wendy@mybreastcancersupport.org)  
Website: [www.millenniumrunning.com/RunPortsmouth](http://www.millenniumrunning.com/RunPortsmouth)  
Race Location: Portsmouth Middle School, Parrott Avenue  
Race Start: 9:00 AM  
Registration: 7:30 AM  
2014 Participants 1000

Saturday, October 10, 2015

Memorial Bridge Road Race

Catherine Edison  
Community Child Care Center of Portsmouth  
100 Campus Drive Suite 20  
Portsmouth, NH 03801  
603-422-8223  
[CEdison@communitycampus.org](mailto:CEdison@communitycampus.org)  
Ben Anderson  
Meghan Toner  
Prescott Park Arts Festival  
PO Box 4370  
Portsmouth, NH 03801  
603-436-2848

Memorial Bridge Road Race (con't)

[ben@prescottpark.org](mailto:ben@prescottpark.org)

[meghan@prescottpark.org](mailto:meghan@prescottpark.org)

Website: [www.millenniumrunning.com/RunPortsmouth](http://www.millenniumrunning.com/RunPortsmouth)

Race Location: Start Memorial Bridge Portsmouth, Finish Prescott Park, Marcy Street, Portsmouth, NH 03801

Race Start: 10:00 AM

Registration: 8:00 AM

2014 Participants 925

Thursday, November 27, 2015

Seacoast Rotary Club - Turkey Trot

Matt Junkin

Seacoast Rotary Club

PO Box 6674

Portsmouth, NH 03802-6674

603-591-0083

[mrjunkin@gmail.com](mailto:mrjunkin@gmail.com)

Website: [www.millenniumrunning.com/RunPortsmouth](http://www.millenniumrunning.com/RunPortsmouth)

Race Location: Strawberry Banke Museum, Marcy Street

Race Start: 9:00 AM

Registration: 7:00 AM

Certified: City Streets with Hills

2014 Participants 1500

Sincerely yours,



Doug Bates  
President

Cc: Anne Sharpe via email



GREATER  
**PORTSMOUTH**  
CHAMBER OF COMMERCE

December 11, 2014

Portsmouth City Council  
John Bohenko, City Manager City of Portsmouth  
1 Junkins Avenue  
Portsmouth, NH 03801

Re: The 2015 Portsmouth Challenge

Dear City Manager Bohenko & Portsmouth City Council Members,

The Greater Portsmouth Chamber of Commerce hereby requests permission to conduct the 2015 Portsmouth Challenge to be held at Portsmouth High School and on land owned by the City of Portsmouth on Saturday, May 23, 2015. The entire event will take place at Portsmouth High School. Permission for use of PHS grounds has been granted by the Portsmouth School Department. Registration is at 7:30 AM and the race start is 9:00 AM.

Sincerely yours,



Doug Bates  
President

Cc: Anne Sharpe via email

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# MEMORANDUM

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**TO:** John P. Bohenko, City Manager  
**FROM:** Rick Taintor, Planning Director *RT.*  
**DATE:** December 8, 2014  
**RE:** City Council Referral – Projecting Sign  
Address: 2 Portwalk Place  
Business Name: British Beer Company  
Business Owner: Gary Simon

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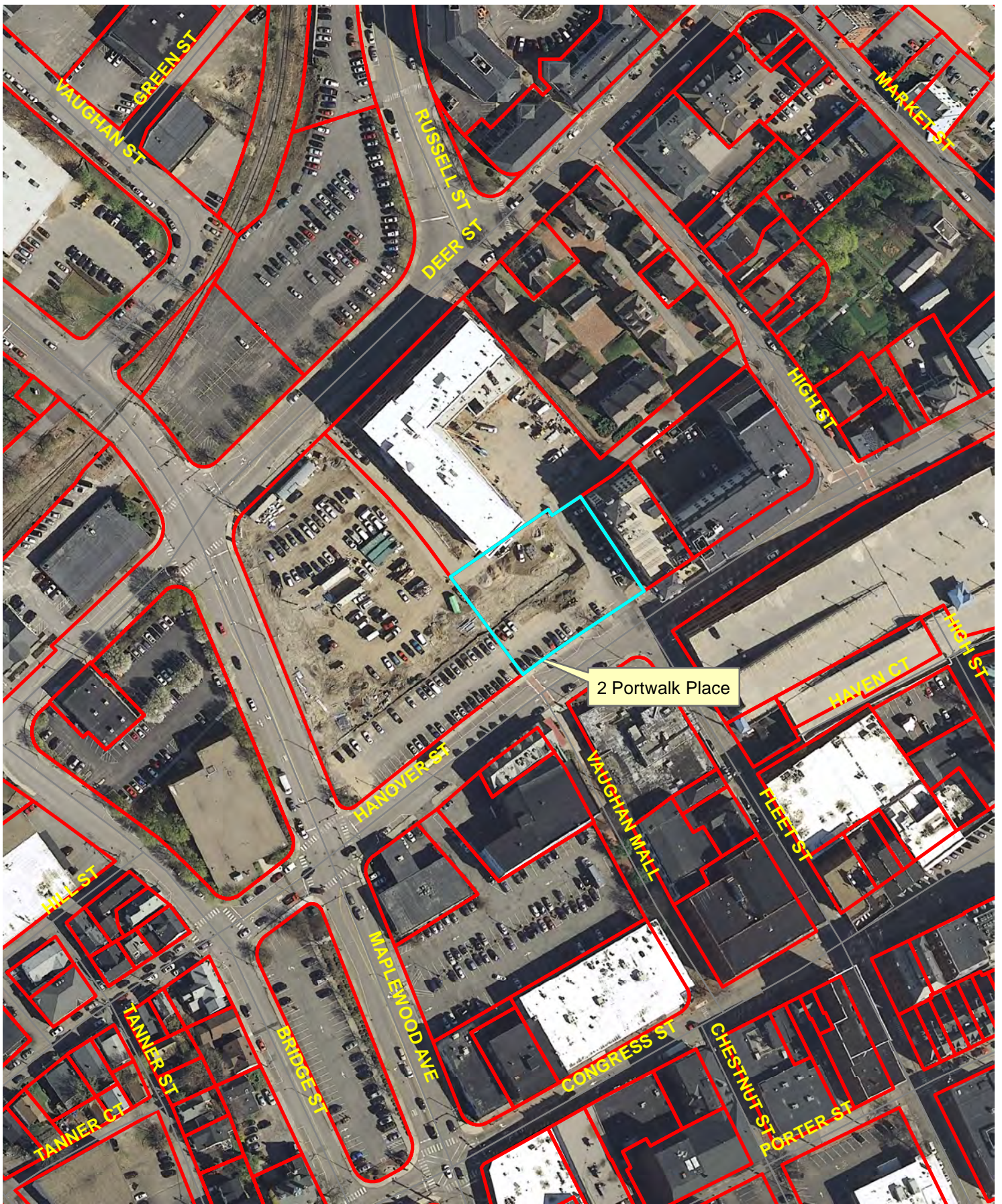
Permission is being sought to install a projecting sign on a new bracket, as follows:

Sign dimensions: 59" x 29"  
Sign area: 11.9 sq. ft.  
Height from sidewalk to bottom of sign: 7'0"

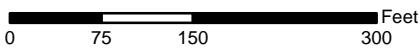
The proposed sign complies with zoning requirements. If a license is granted by the City Council, no other municipal approvals are needed. Therefore, I recommend approval of a revocable municipal license, subject to the following conditions:

1. The license shall be approved by the Legal Department as to content and form;
2. Any removal or relocation of the projecting sign, for any reason, shall be done at no cost to the City; and
3. Any disturbance of a sidewalk, street or other public infrastructure resulting from the installation, relocation or removal of the projecting sign, for any reason, shall be restored at no cost to the City and shall be subject to review and acceptance by the Department of Public Works.





2 Portwalk Place

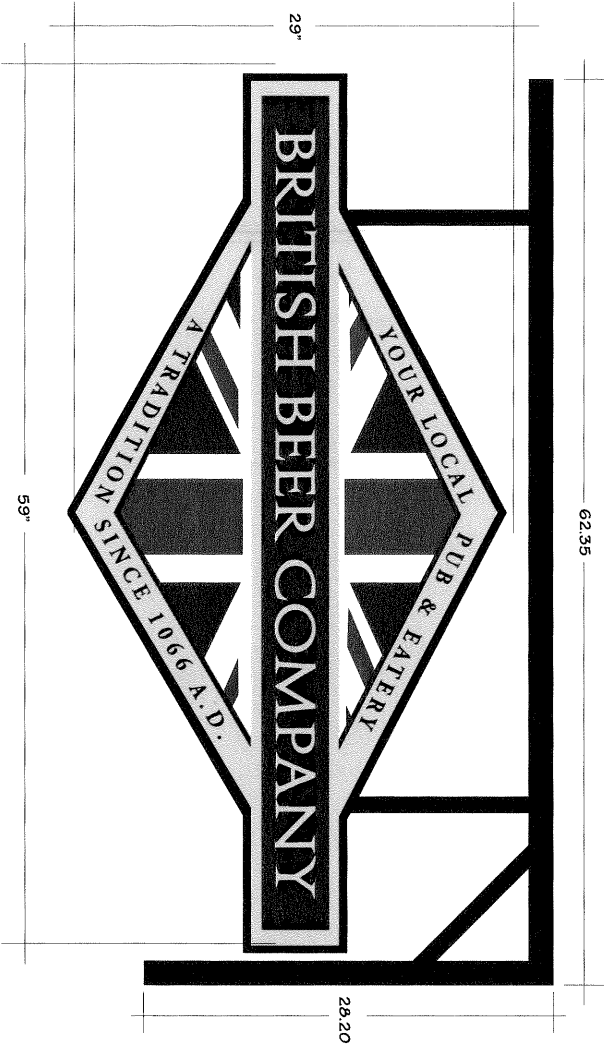


# Request for Projecting Sign License 2 Portwalk Place



British Beer Company  
2 Portwalk Place  
1 Projecting Sign





Sign surface area - 12 Sq. Ft.

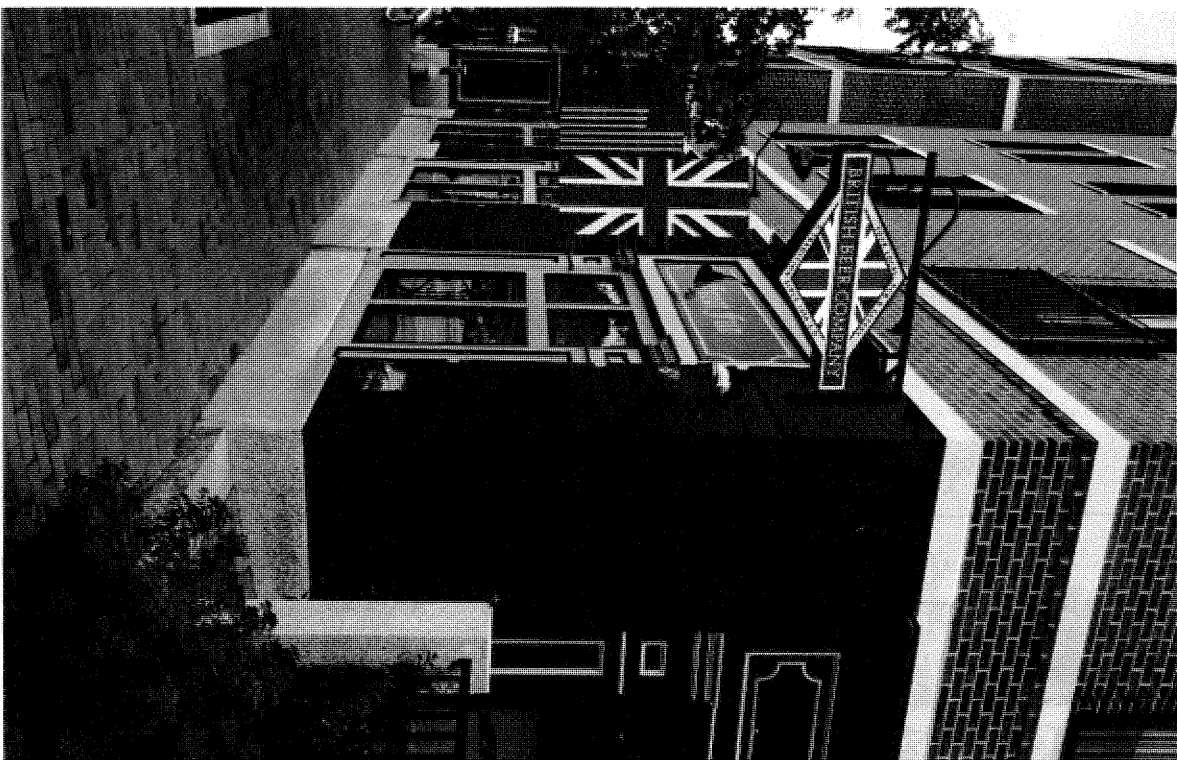
Scale: 1.5"=1'-0"



**SPECTRUM**

MARKETING COMPANIES  
 A Division of Spectrum Marketing Companies  
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 www.spectrummarketing.com

Client Name: British Beer Company		
Location: Portsmouth, NH		
Date: 10/30/14	Revision: 3	Drawn By: Pete M
Notes:		



For the attachments to the Agenda for Dec. 22<sup>nd</sup> City Council Meeting.

The attached is the Formal Request for RESIDENT HANDICAPPED Parking Spaces for residents of 20 Islington Street, Keefe House, Portsmouth, a HUD subsidized apartment building for the elderly and disabled. This request was presented to the Portsmouth Parking and Traffic Safety Meeting on December 11, 2014.

The Portsmouth Herald printed an article on December 16, 2014 regarding assigned handicapped parking and the short term use of parking violation warning tickets by the city.

REQUESTSING RESIDENT HANDICAP PARKING SPACE  
RESIDENTS OF 20 ISLINGTON STREET PORTSMOUTH NH

Because of the recent changes to city parking regulations and the cancelling of complimentary parking for those drivers with handicapped hang tags and handicapped plates, at metered parking spaces: residents at Keefe House would like to request RESIDENT handicapped parking spaces within two blocks of 20 Islington Street. This is a formal request for RESIDENT HANDICAPPED parking spaces for the following residents of Portsmouth, NH, living at 20 Islington Street in HUD housing.

NAME OF TENANT AT KEEFE HOUSE	APARTMENT NO	SIGNATURE
Geraldine Trowell	105	Geraldine Trowell
MARJORIE CREAN	400	Marjorie Crean
Sandra Aeger	311	Sandra Aeger
PAT MORRILL	103	Pat Morrill
Bettye Gaskell	406	Elizabeth Gaskell
Fran Doucette	107	Fran Doucette
Melvin Couch	206	Melvin Couch

Ruth Foye

306

Ruth Foye

REQUESTSING RESIDENT HANDICAP PARKING SPACE  
RESIDENTS OF 20 ISLINGTON STREET PORTSMOUTH NH

HOWARD COVERSON	404	
Marjorie Goodwin	412	MARJORIE GOODWIN
BECKER Nancy	304	
Bill Hull	111	
Margaret Fosi	312	
WILLI	409	MICHAEL KIRK
Jerry J. Inglis	208	Jerry J. Inglis
SKIP CLARK	DATED 12-11-2014	

THIS LIST OF REQUESTS IS TO BE PRESENTED TO THE TRAFFIC COMMITTEE MEETING DEC 11<sup>TH</sup> AT 8AM. ANY RESIDENT OF KEEFE HOUSE WHO SUPPORTS THE ABOVE REQUEST, OR WHO WOULD LIKE TO OFFER AN OPINION OR PROPOSE A SOLUTION TO THE PARKING FOR HANDICAPPED CITIZENS IN THE CITY OF PORTSMOUTH IS ENCOURAGED TO ATTEND THIS MEETING. THERE ARE VERY FEW HANDICAPPED DESIGNATED PARKING SPACES DOWNTOWN FOR SHOPPING OR ATTENDING EVENTS. IF YOU PARK IN A METERED SPACE, YOU MUST NOT STAY LONGER THAN THE METER



REQUESTSING RESIDENT HANDICAP PARKING SPACE  
RESIDENTS OF 20 ISLINGTON STREET PORTSMOUTH NH

PERMITS (3 OR 4 HOURS). THE PARKING GARAGE HAS SOLD PARKING SPACES TO SO MANY DRIVERS AND BUSINESSES THAT EVEN WHEN THE GARAGE APPEARS TO BE PARTIALLY EMPTY THE GARAGE FULL SIGN GOES UP – LEAVING SPACES UNUSED DURING SNOW STORMS AND LEAVING MANY OF THE SENIORS WITHOUT A PLACE TO PARK.

LYDIA FROM EASTPORINT PROPERTIES HAS ENCOURAGED US TO VOICE OUR OPINIONS AT THIS MEETING – OUR LANDLORD HAS TRIED WORKING WITH THE DEPARTMENT OF PUBLIC WORKS AND THE CITY HAS OFFERED NO DESIGNATED PARKING FOR HANDICAPPED TENANTS WITHOUT ASSIGNED PARKING. WE HAVE BEEN OFFERED THE 8 SPACES BESIDE THE BUILDING WHICH THE CITY OWNS ON A FIRST COME FIRST SERVE BASIS, BUT THEY ARE UTILIZED BY VISITORS AND NEIGHBORS AND ARE NOT ALWAYS AVAILABLE FOR TENANT USE. THE CITY WOULD HAVE TO GIVE EASTPOINT PROPERTIES PERMISSION TO DESIGNATE THESE SPOTS FOR TENANTS OF KEEFE HOUSE. THE TRAFFIC MEETING IS TO BE HELD AT CITY HALL DEC 11<sup>TH</sup> AT 8AM.

SUBMITTED BY  
MARJORIE CREAN  
APARTMENT 400

KEEFE HOUSE – A HUD FUNDED PROPERTY FOR ELDERLY AND DISABLED  
20 ISLINGTON STREET, PORTSMOUTH, NH

respond to the area. Uber provides the intermediate platform between riders and drivers with smart phones and takes a percentage of the fares.

Cataldo said he plans to discuss recent action in San Antonio, Texas, where the city council voted to impose regulations on app-based ride companies. The regulations there include vehicle inspections, additional insurance and driver testing, according to multiple published reports.

The taxi commissioner said he'll also discuss how the Taxi Commission in Washington, D.C., is responding to

**SEE UBER, A6**

**PORTSMOUTH**

# Seniors fear parking limits

## City says it's working on a solution

**By Jeff McMenemy**  
jmcmenemy@seacoastonline.com

**PORTSMOUTH** — City resident Nancy Steele lives in the Keefe House off Islington Street and has always been able to park in city spots with her handicapped plate until without warning city officials recently

changed the policy, she said Monday. The Keefe House, which is a subsidized private elderly complex, does not have enough parking spots for its residents, she said.

Steele deals with her bad ankle, which sometimes is good and allows her to go for walks, but often during the winter leaves her struggling to "walk across the room." Now, with what she describes as the new city

**SEE PARKING, A6**



**Marge Crean lives in the Keefe House, and she and other residents of the senior housing facility are concerned their handicapped cars won't guarantee them parking this winter.** PHOTO BY DEB CRAM/SEACOASTONLINE

**WEATHER & INDEX**

TODAY WED THURS



**39/35 44/32 40/28**

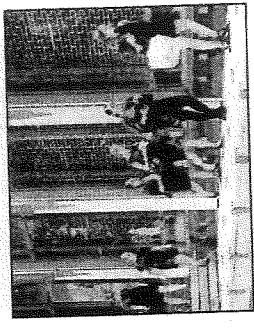
**Complete forecast, A10**

- Advice ..... B8
- Classified ..... B9
- Comics ..... B7
- Lottery ..... A2
- Opinion ..... A8
- TV ..... B8

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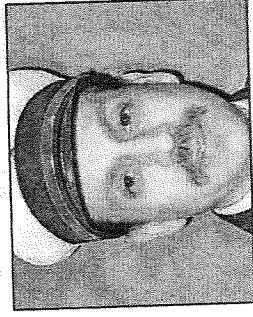
**WORLD**



**Hostage situation**

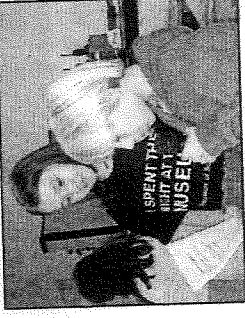
Three dead, including gunman, in Sydney Cafe siege. **A10**

**LOCAL**



**Chief ousted**

Hampton Fire Chief Chris Silver terminated from his position. **A5**

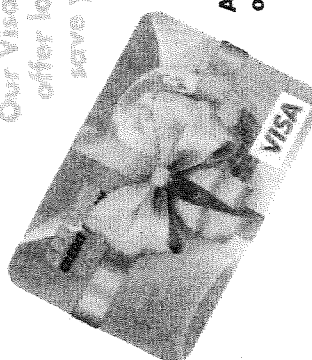


**A happy anniversary**

Seacoast Charter School celebrates 10 years of educating the region. **A5**

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# PARKING

From Page A1

policy, she and other seniors fear they'll be left to either use one of the only 64 handicap spots in the city or scramble to find a spot in the nearby Bridge Street lot.

"If I do find a spot there, then I have to move it first thing in the morning," Steele said.

The city says it is working toward a solution after some senior citizens with handicapped license plates became upset by warnings they received about where they park their cars.

A longtime, though unofficial, policy had allowed seniors to park for free without facing

the city.

"The city for years has allowed us to park in metered spaces or parking lots as long as we had the handicapped plates as a complimentary service," Crean said Monday.

They would like to get spots at the Keefe House, Crean said, but there's a five-year waiting list for an open parking spot. She said at least 16 other of the facility's elderly residents are trying to get a spot there, too.

Crean said her and other seniors are upset because there was never any official discussion about any enforcement changes.

"The city is educating the handicapped seniors by giving out tickets," Crean said.

"The city didn't take a vote on it. The council didn't meet on this," Crean said. "This has been an executive decision."

She said if what they see as the policy change continues "it leaves the handicapped people in my building with no place to park this winter."

Crean stressed she and other residents like the complex, and living in Portsmouth.

"Everything was fine," Crean said. "We're just afraid that these warning tickets are going to turn into \$25 tickets."

Department of Public Works Director Peter Rice said there's been "no change of policy at the moment."

In fact, there is no city policy that specifically addresses the issue, Rice said, although residents with handicapped plates are allowed to park free under state law, but the city can limit how long they can park.

The decision by parking enforcement officers to start putting out the warning tickets came after they received some complaints about certain residents parking in handicapped spots for "extended periods of time."

But he told them to stop

tickets, which he said won't be given at this time for people parking with handicapped plates.

"It was really intended to be educational to get people thinking they shouldn't be camping out for extended periods of time," Rice said.

Any future changes will be done "carefully and incrementally," Rice said.

He noted the lack of parking at the private Keefe House is an issue city officials often face. "There's many private buildings that don't have adequate parking," Rice said.

Mayor Robert Lister said he and other city councilors have been receiving complaints about the parking issues at and around the Keefe House.

"I know there are more (handicapped) placards than spaces available, and I know it's become a problem for people," Lister said Monday.

Lister said City Manager John Bohenko is working with other city officials to try to address the issue.

"We're trying to put that together and we know time is of the essence because of the winter coming," Lister said.

with the warnings after he learned about them and is instead trying to work out some solution, Rice said.

"It's a very challenging issue because you need to balance the needs and access for folks with disabilities while not having a situation that's impactful to other areas of the city," Rice said. "As everyone knows, there's limited parking available in the city."

Rice also believes it's not fair for some handicapped residents to "camp out" in 15-minute parking spots either.

The decision to issue the warning tickets was "prematuring," Rice acknowledged, and said officials will continue discussing the problem at the city's Parking & Traffic Safety Committee meetings.

They're also reaching out to Keefe House managers to see if they can help with the parking crunch.

"It really comes down to making sure we have adequate space for folks while making sure we're not shooting ourselves in the foot," Rice said.

He stressed that no one was fined despite the warning


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**CITY OF PORTSMOUTH  
PORTSMOUTH, NH 03801**

**Office of the City Manager**

**Date:** December 18, 2014  
**To:** Honorable Mayor Robert J. Lister and City Council Members  
**From:** John P. Bohenko, City Manager   
**Re:** City Manager's Comments on December 22, 2014 City Council Agenda

---

**6:30 p.m. Non-Public Session Re: Acquisition of Real Property Pursuant to RSA 91-A:3, II (d)**

For details on this matter, please refer to the confidential envelope inserted in the inside pocket of your binder.

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***Items Which Require Action Under Other Sections of the Agenda:***

1. **Public Hearing/Second Reading of Proposed Resolutions and Ordinances:**
  - 1.1 **Report Back and Public Hearing/Second Reading of Proposed Ordinance Amending Chapter 10 – Zoning Ordinance, Section 10.440 Table of Uses, use #15.20, and Section 10.1530 – Terms of General Applicability, regarding Helipad and Heliport.** As a result of the December 8<sup>th</sup> City Council meeting, under Section VIII of the Agenda, I am bringing back for public hearing and second reading the [attached proposed Ordinance](#) Amending Chapter 10 – Zoning Ordinance, Section 10.440 Table of Uses, use #15.20, and Section 10.1530 – Terms of General Applicability, regarding Helipad and Heliport. Also, as you will recall, the City Council voted to refer this matter to the Planning Board for report back as well. Rick Taintor, Planning Director, will give a verbal report back on Monday evening regarding this matter.

As voted and requested by the City Council, the City Attorney and Planning Director drafted the [attached Ordinance](#) with the definitions of helipad and heliport, and amending the Table of Uses to permit a helipad for medical purposes only as a special exception in the Office Research (OR), Industrial (I), or Waterfront Industrial (WI) districts. First Reading of the proposed Ordinance was held at the

December 8, 2014 City Council meeting. This proposed Ordinance modifies the existing limitations on helicopter takeoff and landing facilities and revises the terminology so as to make the meaning clearer.

Under the current Zoning Ordinance, the Zoning Board of Adjustment is authorized to grant a special exception in the Office Research, Industrial or Waterfront Industrial zoning districts for a “helicopter” provided that (a) it is an accessory use incidental to a permitted use, and (b) there is no commercial use of the facility. Under the proposed Ordinance, the special permit could only be granted for a helipad as an accessory use to a permitted hospital use. All other helipads and heliports would be prohibited.

In the existing Zoning Ordinance the term “helicopter” is not defined. The proposed new definitions would clearly distinguish a “helipad” from a “heliport,” so that the ZBA would not be authorized to permit any facility that included helicopter fueling, service, maintenance or overhaul, or sale of products.

*Action is required on this matter by the City Council to act on second reading and schedule a third and final reading at the January 5, 2015 City Council meeting regarding the proposed Ordinance, as presented. Action on this item should take place under Section X of the Agenda*

- 1.2 **Public Hearing/Second Reading regarding a Proposed Ordinance amending Chapter 10 – Zoning Ordinance, Section 10.1110 – Off-Street Parking.** As a result of the December 8<sup>th</sup> City Council meeting, under Section VIII of the Agenda, I am bringing back for public hearing and second reading a proposed Ordinance amending Chapter 10 – Zoning Ordinance, Section 10.1110 – Off-Street Parking.

In order to limit the extent of paved parking areas in the City’s commercial districts, the 2010 Zoning Ordinance included a provision establishing caps on the number of off-street parking spaces that businesses are allowed to provide. However, these maximum off-street parking standards, which are set forth in Section 10.1112.50 of the Ordinance, did not anticipate the subsequent reductions in the parking requirements in the Downtown Overlay District. As a result, in the area of the City where additional off-street parking is most needed, the Ordinance severely limits the amount of off-street parking that nonresidential or mixed-use buildings may provide.

[The attached proposed Ordinance](#) amends the Zoning Ordinance by exempting the Overlay District from the maximum off-street parking standards. This will allow developers of properties in the DOD to provide as much off-street parking as they believe is necessary to support their projects.

*I recommend the City Council move to pass second reading and schedule a third and final reading of the proposed Ordinance as recommended by the Planning Board at the January 5, 2015 City Council meeting, as presented. Action on this item should take place under Section X of the Agenda*



2. **Public Hearing and Adoption of Bonding Resolution:**

2.1 **Public Hearing and Adoption of Bonding Resolution of up to Six Hundred Thousand Dollars (\$600,000) for the Purchase of a Heavy Rescue Fire Truck.**

As a result of the December 8<sup>th</sup> City Council meeting, under Section VIII of the Agenda, I am bringing back for public hearing and adoption the [attached proposed Bonding Resolution](#) of up to Six Hundred Thousand Dollars (\$600,000) for the purchase of a Heavy Rescue Fire Truck. Also, [attached is FY15 CIP Sheet, Page 39 for your review](#). In addition, [attached are memorandums from Fire Chief Steve Achilles](#) requesting the Bonding Resolution as well as a description of the heavy rescue fire truck. As you are aware, Bonding Resolutions require a public hearing, two readings and a two-thirds vote is required of the City Council for passage.

*I recommend the City Council move to adopt a Bonding Resolution appropriating the sum of up to Six Hundred Thousand (\$600,000) Dollars, for the FY15 purchase of a Heavy Rescue Fire Truck, as presented. Action on this item should take place under Section X of the Agenda.*

3. **Third and Final Reading of Proposed Ordinances:**

3.1 **Third and Final Reading of Proposed Ordinance amending Chapter 1, Article IX, Section 1.901: Conflict of Interest of the Administrative Code.** As a result of the December 8<sup>th</sup> City Council meeting, under Section X of the Agenda, I am bringing back for third and final reading the [attached proposed Ordinance](#) amending Chapter 1, Article IX, Section 1.901: Conflict of Interest of the Administrative Code.

While the City Attorney was reviewing this Ordinance after it had passed second reading at the last meeting of the City Council, he noted three (3) minor modifications which should be made to produce a clean version of the ordinance for third reading. The first is to change the title of Section 1.901 from “City and School Board Disclosures” to “Municipal Official Disclosures” to reflect a change in the ordinance made by the Council at second reading. The other two changes are simple proofreading items. All three changes are shown in red on the attached ordinance.

*Action on this matter is required by the City Council and should take place under Section X of the Agenda.*



2. **Request for Approval of a Proposed Tentative Agreement between the City of Portsmouth and the Portsmouth Paraprofessional Association.** The City has reached a proposed Three-Year Agreement with the Portsmouth Paraprofessional Association to expire June 30, 2017. For your information and to facilitate discussion regarding this matter, [attached please find the following documents:](#)

- [A letter from Thomas Closson, City Negotiator, outlining the changes.](#)
- [The Paraprofessional Association Contract showing the insertions and deletions to implement the Tentative Agreement if approved.](#)
- [Cost Analysis](#)

*I recommend the City Council move to accept the proposed contract with the Portsmouth Paraprofessional Association to expire on June 30, 2017.*

3. **Request for Supplemental Appropriation Re: Collective Bargaining Agreements.** As you will recall, in the FY15 Budget, the City Council appropriated \$500,000 to offset the cost of collective bargaining agreements. At the time the Council established this appropriation, it was understood that there may be a need for a supplemental appropriation from fund balance to cover the cost for contracts that have been settled during FY15. The following collective bargaining agreements have or will be approved by the City Council as follows:

Professional Management Association	\$ 61,000
Non-Union Employees	\$ 48,000
Association of Portsmouth Teachers	\$ 680,000
Administrators (School)	\$ 54,000
Custodians(School)	\$ 18,500
Paraprofessionals (School)	\$ 79,000
Supervisors Management Association	\$ 20,000
AFSCME #1386 (Tentative Agreement)	<u>\$ 95,000</u>
Total	\$1,055,500
FY15 Appropriation	<u>(\$500,000)</u>
Amount Requested from Unassigned Fund Balance	\$ 555,500

*Therefore, I am requesting in accordance with Section 7.14 of the City Charter that the Council establish a public hearing for January 5, 2015 to raise and appropriate \$555,500 from Unassigned Fund Balance.*

4. **Release of Easement Re: John Ahlgren.** On January 22, 2013, the Portsmouth City Council approved the acceptance of a new utility easement from John Ahlgren who owns property at the end of Langdon Street and Brewster Street. [See Exhibit A.](#) The acquisition of this easement was recommended by the Planning Board on October 18, 2012. The purpose of the easement is to install upgraded infrastructure to alleviate flooding that occurs during significant rain events at the end of Brewster Street and in the adjacent low



areas north of McDonough Street. During the course of finalizing both the easement and the construction plans, it became apparent that an existing sewer easement encumbering John Ahlgren's property is not necessary. To clear up the title, the Legal Department recommends that the unnecessary easement be released. [See Exhibit A](#). Public Works is in agreement that the new utility easement approved by Council vote in 2013 properly encompasses both the existing and planned new infrastructure and release of the old 2003 easement is appropriate.

*The City Council authorize the City Manager to release an easement from Mr. Ahlgren to the City found in the Rockingham County Registry of Deeds at Book 4186, Page 2604.*

### ***Informational Items:***

1. **Events Listing.** For your information, [attached is a copy of the Events Listing](#) updated after the last City Council meeting on December 8, 2014. In addition, this can be found on the City's website.
2. **Income and Expense Survey – 2015 Commercial Revaluation.** [Attached for your information is a memorandum from Rosann Maurice-Lentz, City Assessor](#), regarding an Income and Expense Survey that Assessing will begin mailing to commercial property owners throughout the City as part of the commercial revaluation for 2015.
3. **Report Back Re: Handicapped Spaces.** At the December 11, 2014 Parking, Traffic and Safety Committee meeting, the issue of handicapped parking was discussed. Following the meeting, Committee Chairman Bradley Lown raised additional concerns regarding handicapped parking. This comment was prepared to address the Chairman's concerns and to clarify some issues regarding handicapped parking.

In accordance with New Hampshire Revised Statutes Annotated (RSA) 265:74, any motor vehicle with handicapped plates or placard shall be allowed free parking in any city, including any municipal parking facility where a fee is charged. Each city shall have the discretion to set the time periods for handicapped parking, using guidelines provided by the Governor's Commission on Disability. Therefore, the City cannot charge handicapped people for parking. The City does have the ability to set and enforce time limits on vehicles with handicapped plates or placards. Given the limited availability of parking spaces in the Downtown Overlay District, time limits for non-handicapped spaces may be appropriate. However, prior to implementing time limits on vehicles with handicapped placards, further evaluation is required to determine the areas that are in need of time restrictions, the current time restrictions on the metered spaces in those areas, and the availability of designated handicapped spaces in those areas.

There are currently no minimum requirements for the number of on-street handicapped parking spaces that a city must provide. Current regulations only govern the number of handicapped parking spaces that must be provided in off-street parking facilities. Draft federal guidelines recommend that for every 25 on-street marked or metered spaces, one space, or 4 percent, should be reserved for handicapped parking. Based on the most recent count, the City provides 65 total handicapped parking spaces in the CBD. There are 16 on-

street handicapped parking spaces out of a total of 783 on-street spaces, equivalent to 2 percent of the downtown on-street spaces. If the Federal regulation changes, the City will need to add an additional 16 on-street handicapped spaces. This matter will be reviewed at the January 8, 2015 Parking and Traffic Safety Committee meeting.

4. **Report Back Re: Various Items.** On Monday, December 8, 2014, Councilor Kennedy asked for an update on the following items:

- a. **Master Plan.** Attached is the preliminary timeline for preparing the Master Plan, which was discussed by the Planning Board at its meeting on December 18, 2014. As currently envisioned, members of the Portsmouth community will have an opportunity to provide their ideas and comments at three points during the planning process. In the spring of 2015, before the planning staff and consultants begin work on the draft Master Plan, a series of meetings and other activities will be organized over a three-month period for residents to identify a community vision, goals and objectives. In the fall of 2015, another series of meetings will allow residents to review and comment on the draft Master Plan. Finally, residents will review and comment on the final Master Plan in early 2016 prior to its adoption by the Planning Board (currently targeted for March 2016).

This preliminary timeline will be refined further upon selection of a consultant team next month. At that time, a more detailed plan for public participation in the Master Plan process will be developed. This information will be published on the Planning Department's website at [www.planportsmouth.com/masterplan](http://www.planportsmouth.com/masterplan).

- b. **Senior Center.** See attached memorandum from David Moore, Community Development Director.
- c. **Wastewater Treatment Facility.** At 7:00 PM on January 20, 2015, City Staff will present to the City Council items pertaining to wastewater facilities. In particular, the presentation will include a progress update on the Peirce Island Wastewater Treatment Facility design and the Pease Wastewater Treatment Options Evaluation. Topics for the Peirce Island Wastewater Treatment Facility design update will include the current status of design, an updated site plan, review of the cost estimates and next steps. Topics for the Pease Wastewater Treatment Options Evaluation update will a review of the proposed site plans for Citywide and regional (with Exeter and Stratham) wastewater treatment at the existing Pease Wastewater Treatment Facility site and the status of discussions with the Pease Development Authority related to these site plans. The Council will be asked for input on whether to continue the evaluation to develop a life cycle cost for the proposed layouts.
- d. **Helicopter Meetings.** None scheduled as of this date.
- e. **Review of Noise Ordinance/95 Barrier.** Discussion will take place during the Capital Improvement Plan Work Session scheduled for January 26, 2015.

5. **City Council Agenda Re: January 5, 2015.** For your information, the Mayor is requesting that the City Council Agenda for the Monday, January 5, 2015 meeting be sent out on Wednesday, December 31, 2014 due to the New Year's holiday and that all agenda items be submitted by the end of the day on Tuesday, December 30, 2014.



Attorneys at Law

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To: John Bohenko
From: Tom Closson (with signature)
Date: November 20, 2014
Re: School Custodians Tentative Agreement

I am pleased to report that the Portsmouth School Board has reached a tentative agreement with the Portsmouth School District School Custodians ("the Union"). The highlights of this tentative agreement are as follows:

1.) Duration

- A 3 year contract, retroactive to July 1, 2014, extending through June 30, 2017.

2.) Health Insurance

- Not later than 60 days after execution of the CBA, Union members will be able to select coverage under only the BC 10/20/45 plan (at 80%/20% premium split) or the MT 10/20/45 plan (at 84.5%/15.5% premium split).
- Beginning on July 1, 2016, the District will offer coverage only under the Consumer Driven Health Plan offered through SchoolCare ("the CDHP") at a premium split of 95%/5%.
- In November 2016, if the total premium cost for any of the CDHP plans offered by the City exceeds the threshold level for assessment of the Affordable Care Act's Cadillac Tax, the parties will reopen the contract on the issue of health insurance only. If the parties are not able to agree on a plan that does not exceed the threshold level for assessment of the Affordable Care Act's Cadillac Tax, the Union and the City will each select a plan that does not exceed the threshold level for assessment of the Affordable Care Act's Cadillac Tax and submit each plan to a

mutually agreed upon arbitrator who will then select which plan the City will then adopt.

- On July 1, 2016, the City will pay 100% of the premium cost for dental coverage through Cigna.

### 3.) Compensation/Other Monetary Benefits

- Annual wage increases calculated on the basis of the 10-year rolling COLA average effective July 1, 2014 (retroactive), July 1, 2015 and July 1, 2016.
- Add \$125 to current longevity matrix steps in August 2015 and \$100 to longevity matrix steps in August 2016.
- For new hires, drop current top vacation accrual step.
- For new hires, reduce rate of annual accrual of sick leave to 12 days per year.
- Increase minimum call in time for use of sick leave to 2 hours.

Portsmouth Custodians

cola	0.00%	0.00%	0.00%	0.00%
retirement	10.77%	10.77%	11.17%	11.17%

	BASE	FY 14-15	FY 15-16	FY 16-17	Total for 3 Years	Avg
Step Salaries						
Longevity	\$770,943	\$770,943	\$773,654	\$788,531	\$2,333,128	
	\$8,350	\$8,350	\$9,600	\$11,425	\$29,375	
Subtotal	\$779,293	\$779,293	\$783,254	\$799,956	\$2,362,503	
FICA						
Retirement	\$59,616	\$59,616	\$59,919	\$61,197	\$180,731	
	\$83,930	\$83,930	\$87,489	\$89,355	\$260,774	
Subtotal	\$143,546	\$143,546	\$147,408	\$150,552	\$441,506	
Cost of Current Contract	\$922,839	\$922,839	\$930,662	\$950,508	\$2,804,009	
		\$0	\$7,824	\$19,845	\$27,669	
	0.00%	0.00%	0.85%	2.13%	2.91%	0.97%

cola	0.00%	2.02%	2.00%	2.00%
retirement	10.77%	10.77%	11.17%	11.17%

	BASE	FY 14-15	FY 15-16	FY 16-17	Total for 3 Years	Avg
Step Salaries						
Longevity	\$770,943	\$786,516	\$805,067	\$824,833	\$2,416,416	
	\$8,350	\$8,350	\$11,600	\$15,700	\$35,650	
Subtotal	\$779,293	\$794,866	\$816,667	\$840,533	\$2,452,066	
FICA						
Retirement	\$59,616	\$60,807	\$62,475	\$64,301	\$187,583	
	\$83,930	\$85,607	\$91,222	\$93,888	\$270,716	
Subtotal	\$143,546	\$146,414	\$153,697	\$158,188	\$458,299	
Cost of Tentative Agreement	\$922,839	\$941,280	\$970,364	\$998,721	\$2,910,365	
		\$18,442	\$29,083	\$28,358	\$75,883	
		(\$6,560)	(\$19,680)	(\$19,356)	(\$45,596)	
Estimated Insurance Savings		\$11,882	\$9,403	\$9,002	\$30,287	
		1.3%	1.0%	0.9%	3.3%	1.09%

**WORKING AGREEMENT**

**BETWEEN**

**THE PORTSMOUTH SCHOOL BOARD  
PORTSMOUTH, NEW HAMPSHIRE**

**&**

**PORTSMOUTH MUNICIPAL EMPLOYEES, LOCAL #1386**

**OF THE**

**AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL  
EMPLOYEES,**

**COUNCIL 93, AFL-CIO**

**SCHOOL CUSTODIAL**

[The language included in this document is still in draft form and is subject to final review and approval by all parties.”](#)

**July 1, 201408 – June 30, 20174**

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## WORKING AGREEMENT

By this Agreement the School Board, School Administration Unit No. 52, City of Portsmouth, N.H., hereinafter called the Board, and Local #1386 of the American Federation of State, County and Municipal Employees, Council 93, AFL-CIO, hereinafter called the Union, representing all employees covered by this Agreement who are employees of the Portsmouth School District, do hereby reach agreement.

### WITNESSETH

Whereas the Union established itself as the exclusive representative of the custodial employees of the Portsmouth School Board who are members of the unit and on regular active duty for the Board and enrolled on the Board's payroll, now, therefore, the parties hereto contract and agree with each other as a result of collective bargaining as follows.

#### 1. Recognition

Whenever used in the Agreement, the word "employee(s)" refers to a person or persons actively and regularly engaged in School Board work or enrolled on the regular payroll of the School Board of the City of Portsmouth, N.H. The Board hereby recognized that the Union is the sole and exclusive representative of the certified AFSCME unit. The Board agrees that it will not discriminate against, intimidate, or coerce employees in the exercise of their rights to bargain collectively through the Union because of their membership therein or their activities on behalf of the Union in accordance with the provisions of Chapter 273-A;5:A, B, C & D (PELRB).

#### 2. Exclusive Representative

The Board hereby recognizes that the Union is the sole and exclusive representative of the permanent employees of the School Board who are members of the unit for the purpose of bargaining with respect to wages, hours of work and working conditions in accordance with the provisions of Chapter 273-A (PELRB). The Union unreservedly accepts and recognizes the necessity of the School Board to operate within the budget.

#### 3. Bargaining with Individual Employees

The School Board agrees for itself and any of its authorized agents that it will not bargain with an individual employee on matters pertaining to wages, hours or work, working conditions, and transfers or promotions in accordance with the provisions of Chapter 273-A (PELRB). The Union agrees for itself and its members that no member individually will bargain with the School Board or any of its authorized agents on matters pertaining to wages, hours of work, working conditions, and transfers or promotions.

#### 4. Management's Rights

It is understood that the School Board shall have the exclusive control of its operation. Nothing in this agreement shall be deemed to limit the School Board in anyway in the exercise of the regular and customary functions of management, including the direction of the working forces, the establishment or methods of operation, the establishment of plans for efficiency, the adoption and maintenance of engineering standards, and the right to select or employ supervisory employees and their assistants, except as specifically and expressly limited by any of the provisions of this agreement.

## 5. Union Rights

It shall be the right of the Union to present and process grievances for its members whose wages, working conditions or status of employment are changed as a result of management's exercising the above mentioned rights, whenever such grievances exist in accordance with the provisions of Chapter 273-1:XII (PELRB).

## 6. Job Description

It is understood that the School Board will have exclusive control of the writing of new job descriptions. Changes in existing job descriptions must be agreed to by both the School Board and the Union.

## 7. Dues Deduction

Upon the presentation of a signed authorization card by the employee to the Superintendent, the School Board agrees to deduct official dues or representative fees of said Union from the wages of each employee covered by this agreement and pay the total amount of dues collected to AFSCME Council, 93, 8 Beacon Street, Boston, MA 02108, once a month, along with a statement indicating who has paid dues. If employees have no check coming to them, or if their checks are not large enough to satisfy the dues, then no deduction will be made for them. In no case will the School Board attempt to collect fines or assessments for the Union beyond the regular dues.

The Union will keep the School Board informed of the correct name and address of the Treasurer and Stewards of Local #1386, AFSCME.

## 8. Union Security

It is recognized that the negotiations for and administration of the Agreement entail expenses, which appropriately should be shared by all employees who are beneficiaries of this Agreement. To this end, if an employee in the bargaining unit does not join the Union, such employee will as a condition of employment by the Board execute an authorization for the deduction of a "representative fee" which shall be a sum equivalent to the membership dues and assessments required to be paid by members of the Union, which sum shall be retained for a scholarship fund. The School Board agrees to forward said representation fee along with a list indicating who has paid said fee, to the Treasurer of AFSCME Local #1386. Award will be made to a graduating senior at Portsmouth High School who has matriculated in the Vocational Education Program. The Committee to award the scholarship shall be made up of two members of the Union, and one member of the "representation fee" group, and the scholarship shall be given in the name of AFSCME.

## 9. Probation Period

Whenever the Board hires new employees, these employees shall serve a probationary period. This period will be no less than ninety (90) calendar days, but may be extended up to one hundred eighty (180) calendar days. Extension of these days must be made by the Facilities Director to the Business Administrator. During this period the employee shall be granted full coverage of the following benefits to which he/she is entitled, as soon as possible from his/her date of hire, carrier permitting.

\*Health Insurance  
Sick Days \_\_\_\_\_  
Bereavement Leave

\*Dental Insurance  
Holidays

## Holidays

\*Carrier requires a two week lead time prior to the first of the month. All other contract provisions and benefits shall be given to the employee upon completion of the probationary period. Whenever re-employments or recalls are made beyond a two year period, the individual shall reserve a probationary period required of new employees. It is understood that probationary employees are employees at will and may be discharged with or without cause.

### 10. Holidays

Regular, full-time employees shall be paid the following legal holidays. Should a holiday fall on a Sunday, it will be celebrated on Monday. Should a holiday fall on a Saturday, the preceding Friday will be considered the holiday. All regular, full-time employees shall be paid for this day. The following shall be designated as holidays.

Independence day	* ½ day before Christmas
Labor Day	Christmas Day
Veterans' Day	Day after Christmas Day
½ day before Thanksgiving	Day before New Year's Day
Thanksgiving Day	New Year's Day
Day after Thanksgiving	Memorial Day
**Martin L. King Day	**Columbus Day

\*The School Board agrees to grant a one-half (½) day before Thanksgiving Day and Christmas Day when the School Department is in session one-half (½) day before Thanksgiving Day and Christmas Day.

\*\*Provided it is not a regular school day.

### 11. Holiday Pay

All hours worked on a holiday shall be at the rate of time and one-half (1 ½) over and above regular hours paid for the holiday. Holiday pay shall be granted if an employee reports for work on the last regularly scheduled work day prior to the holiday and the first regularly scheduled work day after the holiday, except in the case of sick leave supported by a doctor's note.

### 12. Holiday Pay/Overtime

All hours paid on a holiday shall be counted as hours worked when computing overtime.

### 13. Holiday Pay/While on Leave

If a holiday occurs while an employee is on paid leave, the employee shall be granted an extra day. This day may be taken at any time during the year with sufficient notice, subject to the approval of the Facilities Director copies sent to Personnel.

### 14. Vacations

All full-time employees shall receive a paid vacation. Length of service on the chart below will be measured as of the July 1 prior to the employee's actual date of hire. For example, an employee whose first day of work for the District was September 20, 1998 will be deemed to have completed six years of service for vacation purposes on July 1, 2004. District seniority within the building

shall be the determining factor in selection of vacation time. Vacation pay will be based on an employee's regular rate of pay using the following schedule.

	<u>Current Employees</u>	<u>Employees hired after 12/22/2014</u>
After 6 Months	<u>5 days</u>	<u>After 6 Months 5 days</u>
1 Year – 5 Years	<u>10 days</u>	<u>1 Year – 5 Years– 10</u>
<u>days</u>		
6 Years – 10 Years	<u>15 days</u>	<u>6 Years – 10 Years 15</u>
<u>days</u>		
11 Years – 15 Years	<u>20 days</u>	<u>11 Years – 15 Years 20</u>
<u>days</u>		
16 Years – 24 Years	<u>25 days</u>	<u>16 years and beyond = 25 days</u>
25 Years and Beyond	<u>30 days</u>	

All paid vacation leave taken shall not be counted as hours worked when computing overtime.

### **15. Vacation Accumulation**

No employee shall be permitted to accrue in excess of 1.5 times his annual earned vacation.

### **16. Vacation Notification**

Vacation may be taken at any time during the year with sufficient notice subject to the approval of the Facilities Director.

The School Board agrees to notify each employee, in writing, of accumulated vacation leave days once a year in the month of July.

### **18. Vacation/Termination**

Upon his/her termination of employment, the School Board shall pay to the employee an amount equal to one hundred percent (100%) of vacation leave earned prior to the date of termination of employment. Upon the death of an employee while in the employment of the School Board, the School Board shall pay to that employee`s estate an amount equal to one hundred percent (100%) of earned vacation leave.

### **19. Changing Vacation to Sick Leave**

Employees who are on paid vacation who are hospitalized for injury or illness may have their vacation time changed to sick leave.

### **20. Transfers and Postings**

The School Board reserves the right and shall have the right to make transfers primarily on the basis of ability, performance, attitude, and appearance but shall be governed by seniority when equal qualifications are present.

All employees who are successful candidates for a vacancy or new job will be given a reasonable opportunity to learn that job.

When a question arises as to the proper person having been chosen to fill any job and it cannot be resolved, it will be settled by using the grievance procedure.

All unit vacancies and new jobs that are to be filled shall be posted no later than five (5) days after the School Board has met in regular session after said vacancies or new jobs have occurred.

Custodial Supervisors will keep custodians who are supervised by them informed of any openings or transfers that occur in the Portsmouth School Department.

These vacancies and new jobs shall be posted for five (5) working days in each school to allow employees the opportunity to apply for said position. When a vacancy, as determined by the Superintendent of Schools or a designee occurs, the position will be filled as soon as practicable. After the position is awarded, the name of the person who has been awarded the position shall be posted for five (5) working days. Any candidate who has applied for the posted position may, in writing, request a meeting with the Facilities Director and Personnel Director to discuss the reason(s) why he/she was not selected. Said meeting should take place no later than five (5) days after the written request has been requested.

The Vice-President and Shop Steward shall receive copies of all unit vacancies and new jobs. If vacancies or new jobs are not to be filled or cannot be filled, the School Board shall notify the Vice-President and the Shop Steward no later than thirty-five (35) work days after the position was posted or if the School Board, prior to posting, decides not to fill said vacancy or new position.

Job Elimination - It is understood that an employee may not bump an employee in a higher job category.

## **21. Job Posting**

Job posting shall include job specifications, job location, shift and hours, if the job is permanent with a permanent rating. All postings are to be dated, indicating month, day and year.

The above procedure shall be followed in all vacancies whether temporary or permanent.

The School Board agrees that within ten (10) working days of the expiration of the posting period, the name of the successful applicant shall be posted in all of the schools including the following information: Job Location, Shift/hours, the month, day and year of the award.

After an award has been made concerning new jobs and vacancies, the name of the person, job location, shift, and/or hours shall be posted for five (5) working days. This also applies when the School Board goes outside to fill the above-mentioned jobs.

## **22. Non-Selection**

Employees who apply for new jobs, promotions, transfers and vacancies who are not selected may request a meeting with the Facilities Director and Personnel Director in writing to discuss reasons for the non-selection. Said meeting shall be held within five (5) working days.

## **23. Management Positions**

Vacancies in management positions shall be posted in each school to allow employees the opportunity to notify the School Board of their interest in the position.

## **24. Disciplinary Procedures**



All disciplinary actions shall be applied in a fair manner and shall be consistent with the infraction for which disciplinary action is being applied.

All suspensions and discharges must be in writing with reasons stated and a copy given to the employee and the Vice-President and the Shop Stewards at the time of suspension or discharge.

Custodians may be transferred for cause or when it is determined to be in the best interest of the district. The employee being transferred would replace the least senior person in the school that the custodian is being transferred to. The employee being bumped shall be put in the position vacated because of the transfer.

Disciplinary action shall follow this order:

- A. Verbal warning
- B. Written warning
- C. Suspension without pay (five (5) days maximum)
- D. Discharge

However, the above sequence need not be followed if an infraction is sufficiently severe to merit immediate suspension or discharge. An employee may be suspended or discharged without written or verbal warning for the following reasons:

- (a) Misconduct during employment
- (b) Incompetency or inefficiency
- (c) Failure to perform assigned duties
- (d) Disobedience to his superior
- (e) Failure to observe rules and regulations
- (f) Incompatibility with other employees
- (g) Unauthorized absence from duty
- (h) Being under the influence of liquor or illegal drugs while on duty
- (i) Drinking intoxicating beverages and using illegal drugs on duty
- (j) Falsifying sickness or any other cause of absence

## **25. Just Cause**

No employee shall be penalized, disciplined, suspended, reprimanded, adversely evaluated, reduced in rank or compensation, or deprived of any advancement without just cause.

## **26. Written Reprimand**

Written reprimands will remain in the employee's personnel file. However, after two (2) years, will not be considered as basis for future discipline.

## **27. Suspension Notices**

Suspensions will remain in the employee's personnel file. However, after three (3) years, will not be considered as basis for future discipline.

## **28. Seniority**

An employee's seniority shall commence with his/her date of hire and shall continue for as long as he/she is employed as a custodian. An employee shall not forfeit seniority for absences caused by the following:

- (a) Illness resulting in total/temporary disability due to his/her regular work with the School Board, certified by an affidavit from the worker's compensation carrier.
- (b) Illness not the result of misconduct resulting in total/temporary disability certified by a physician.
- (c) Duty with the Armed Forces.

The School Department will post a seniority list on January 1st of each year.

### **29. Layoffs, Vacations and Overtime**

Seniority alone shall be the determining factor in layoffs, vacations and overtime. A three (3) week notice by certified mail shall be sent to any employee to be laid off. Copies to be sent to the Union.

### **30. Seniority/Definition**

Seniority shall be defined as having priority over or being given preference because of continuous years of employment as a custodian. In no case will seniority be forfeited or accrued while on layoff or approved leaves of absence as a Custodian.

### **31. Seniority List/Tie Breaker**

The preparation and maintenance of the seniority list shall be the responsibility of the school district and is to be made part of this agreement as APPENDIX E. In the event two or more employees have the same date of hire, the earlier date of application shall prevail to determine seniority on the seniority list.

Once a year in the month of July the School Board shall provide the Unit Vice-President and Shop Steward with an updated seniority list. Upon (acceptance) by the Union, said seniority list shall be attached to this agreement as Appendix E.

### **32. Seniority/Forfeited**

Seniority is forfeited by voluntary resignation, discharge for just cause and retirement.

### **33. Re-employment List**

The person with the most seniority will be hired back first. All employees who have been laid off will be kept on a re-employment list. Qualified and available permanent employees shall be reinstated before new employees are hired. (However see limitation in Section 35 for employees hired after January 1, 1990).

## **Leaves**

### **34. Sick Leave Days/Accumulation**

Sick leave without loss of pay or fringe benefits shall be computed at the rate of (1.083) days per month or thirteen (13) days per year and may be accumulated without limitation. Employees hired after 12/22/2014 will earn 1 day per month, or 12 days per year. For employees hired after 1/1/90 accumulation to be limited to one hundred fifty (150) days. It will be credited to an employee's record only after earned.

### **35. Sick Leave/Pay Back**

The School Board agrees to pay sixty percent (60%) of the accumulated sick days (in a cash payment at their present per diem rate) to any employee who terminates employment with District provided the employee has been employed in the system for ten (10) or more years, the only exception being if an employee is discharged for just cause. In all cases, prior notice of termination or retirement must be given a year in advance of that termination or retirement.

For employees hired after January 1, 1990, accumulation is limited to one hundred and fifty (150) days for both accumulation and buy back purposes with a buy back percentage at sixty percent (60%).

Employees hired after July 1, 1996 shall not receive any sick leave payout upon termination, retirement, layoff, or death.

Upon the death of an employee while an employee of the School Board, the School Board shall pay to his/her estate an amount equal to one-hundred percent (100%) of his/her accumulated sick leave in a cash payment at his/her present per diem rate. This payment shall be made within 60 days of death.

### **36. Sick Leave Pay Back/Reduction In Force**

Should a reduction in force occur, the Portsmouth School Board agrees that employees affected who were hired prior to July 1, 1996, will be paid sixty percent (60%) of their accumulated sick days, after a similar vested interest as required by the NH State Retirement Law (ten (10) years) in a cash payment at their RIF rate of pay after being on re-call list for two years. The employees affected must remain on the re-employment list for the full duration and not be recalled.

### **37. Sick Leave/Notification**

The School Board agrees to notify each employee in writing of accumulated sick leave days once a year in the month of July.

### **38. Sick Leave/Overtime**

All paid sick leave taken shall not be counted as hours worked when computing overtime.

### **39. Sick Leave/Medical or Dental**

Sick leave shall be used for medical or dental appointments during working hours. Employees shall be charged for actual time absent.

### **40. Sick Leave/Call In**

All employees shall call in at least ~~one-two~~ (2+) hours prior to shift starting time if they are taking a sick day. This does not apply in cases of emergency.

#### **41. Sick Leave/Use**

Sick leave shall be used for self or up to fifteen (15) days per year may be used when imperative to care for a member of the employee's immediate household. Immediate family shall include spouse, child or parent. This may be extended under extenuating circumstances by the Superintendent of Schools.

#### **42. Bereavement Leave**

In addition to sick leave, bereavement leave will be granted, as follows:

Up to three (3) days

brother-in-law  
sister-in-law  
grandparents  
Aunt or uncle  
Niece or nephew  
blood relative or ward residing in the same household

Up to five (5) days

parents  
sister  
brother  
parent-in-laws

Up to seven (7) days

husband or wife  
children  
Civil Union

Extensions may be granted by application and approval of the Superintendent.

#### **43. Personal Days**

All employees shall be entitled to four (4) non-accumulative personal days per year. All paid personal leave taken will be counted as hours worked when computing overtime.

#### **44. Personal/Sick Days Conversion**

The Portsmouth School Board will provide one (1) day of additional pay, at the custodian's present rate of pay, to any custodian who has used NO SICK OR PERSONAL DAYS during the full school year. Permission to use these days is subject to the approval of the FACILITIES DIRECTOR twenty-four (24) hours prior to taking, except in the case of an emergency.

#### **45. National Guard/Armed Reserves Leave**

An employee called to serve a training tour of duty or for emergency (floods, hurricanes, riots, etc, or upon the call of the Governor of the State of New Hampshire) with the National Guard or Armed Reserves will suffer no loss of pay or fringe benefits and will be paid the difference between the fee received for such service and the amount of straight time earnings lost by reason of such service. Reimbursement under this section shall not exceed four (4) weeks per employee per year.

#### **46. Civil Leave for Juror or Witness Service**

Employees who are subpoenaed as witnesses in a civil or criminal case, or who are called for service on a jury, will be granted paid leave for the period of time they are unable to report to work. The employee shall transmit any monies received from such assignment, other than those paid for personal expenses (e.g., travel) to the School Board.

All time spent while serving on jury duty shall not be counted as hours worked.

#### **48. Leaves of Absence**

A leave of absence may be granted without pay or benefit, with the written approval of the Superintendent and the School Board after an employee has been employed for at least three years.

#### **49. Leave of Absence/Unit Vice-President**

When an employee is elected Vice-President of Local #1386 and has to do work which involves being away from his/her work with the School Board, that employee shall, at the written request of the Union, no less than fifteen (15) days in advance, be granted a leave of absence up to a maximum of three (3) work days per year with full benefits and no loss of seniority or other benefits. The Vice-President may be granted up to eight (8) additional hours of leave if requested in writing, no less than fifteen (15) days in advance, and approval by the FACILITIES DIRECTOR, a copy sent to Personnel.

#### **50. Leave of Absence/Conventions**

Employees elected as delegates to either the AFSCME International Convention, New Hampshire Employees' Council #93 Convention, or the New Hampshire State Labor Council Convention shall be allowed a leave of absence with no loss of pay not to exceed one working day per year, if requested in writing no less than fifteen (15) days in advance. This leave of absence shall be granted to only one union employee to attend the above-mentioned conference.

#### **51. Management-Labor Meetings**

Officers and members of Local #1386 shall be allowed to meet with the School Board representatives whenever necessary to carry out the contents and purpose of this Agreement and shall suffer no loss in pay or benefits in attending such meetings as provided in Chapter 273-A:11 - PELRB.

#### **52. Leave of Absence/Maternity/Adoption Leave**

Upon application of the employee to the Superintendent of Schools, a maternity leave of absence shall be granted to permanent female employees, without pay or benefits, for a period not to exceed two (2) years.

Upon application of the employee to the Superintendent of Schools, a female employee adopting a minor shall be granted a leave of absence. This leave is without pay or benefits and shall not

exceed two (2) years. This leave shall commence upon the de facto custody of the said child or up to two (2) months earlier if necessary to fulfill the requirements of adoption.

An employee upon returning from the above leaves shall be offered a similar category of employment.

All benefits to which an employee was entitled to at the time of the approved maternity leave shall be restored to him or her upon returning to work.

### **Family Medical Leave Act**

The parties agree that the provisions of the Family Medical Leave Act of 1993 shall apply to all bargaining unit members. The Family Medical Leave Act gives employees the right to take time away from work in the event of certain illness or injuries to the employee and/or to care for family members as defined by the Act.

#### **EXAMPLES:**

- A. To care for newborns or recently adopted children
- B. To care for a foster child
- C. To take time off for employees own serious health problems.
- D. To care for a spouse, parent or child with a serious health problem.

The parties recognize that the School Board in due course will adopt a policy implementing procedures for complying the FMLA.

### **53. Consultation**

In the interest of fostering ongoing communication, representatives of the Union shall meet with the School Superintendent or a designee appointed by the Superintendent of Schools when requested but not too exceed more than once a month to discuss matters of concern of both the Union and the School District.

### **Hours of Work**

#### **54. Normal Work Week**

The normal work week shall consist of any five consecutive days, Monday through Saturday. The normal work day shall consist of any eight consecutive hours within a 24 hour period, exclusive of 1/2 an hour for lunch period for the day shift and 1/2 an hour for the night shift employees.

#### **55. Work Schedule Change**

In the event that it is necessary to change the work schedule in effect, it may be changed provided two (2) weeks' notice is given in advance to those employees affected, stating the duration of the change. This shall not apply in an emergency situation. Any changes not covered by this section, hereof, shall be by agreement of the parties.

#### **56. Compensatory Time**

All employees will be paid for all hours worked according to the applicable rate set by this agreement. Compensatory time shall be granted by mutual agreement at the applicable rate. However, this compensatory time must be taken within the same pay period.

### **57. Hours (Work Shifts - Posting)**

Hours of work and work shifts shall be posted on the bulletin boards at each of the schools, once a year in the month of July. (See Appendix).

### **58. Evaluations**

Each year by April 1, all custodians will be evaluated by their immediate supervisor after which all employees shall have a conference. All employees covered by this agreement shall have a conference with their supervisors to explain their evaluations. After that conference, both the employee and the supervisor are to initial the evaluation and, if it is desired, either may at that time indicate and attach any substantial agreement or disagreement with that which is written. Such initials shall indicate only that the evaluation has been read and in no way indicates agreement. Upon notice, employees shall have the right to review and reproduce material in their personnel files.

### **59. No Strike Clause**

There shall be no strikes of any kind, stoppage of work, slowdowns or any kind of interference with or interruptions of the School Board's business by the Union or its members. There shall be no lockout, partial or total, by the School Board, as provided in Chapter 273-A:3 (PELRB).

### **60. Stability of Agreement**

Should any article, section, portion thereof of this Agreement be in violation of a State law or be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific article, section, or portion thereof directly specified in the decision; upon issuance of such a decision, the parties agree immediately to negotiate a substitute for the invalidated article, section or portion thereof.

### **61. Work Breaks**

Coffee breaks or other similar breaks shall be granted to all employees covered by this agreement for a fifteen (15) minute period during each four consecutive hours of work.

### **62. Overtime**

All employees shall receive time and a half for all hours worked over forty in any one week.

Employees who are requested to work for non-school related work (non-school related work is when the school department will receive reimbursement from another party for the custodian's hours) will be paid at time and one half their regular hourly rate of pay.

### **63. Overtime/Supervisors**

Custodial Supervisors will not be eligible for custodial overtime until all eligible custodians covered by this agreement are given an opportunity to work such overtime in the building where the overtime occurs.

#### **64. Overtime/Double Time**

Employees who are requested to work on Sundays for non-school related work (non-school related work is when the school department will receive reimbursement from another party for the custodians' hours) shall be paid two times their regular hourly rate of pay.

#### **65. Overtime/Avoid Payment of**

The SAU agrees that the employee's normal work day or normal work week shall not be interrupted to avoid payment of overtime.

#### **66. Procedure for Overtime**

All employees will be considered equally for overtime.

Overtime will be offered to custodians in the building where the overtime occurs through the process of most senior to least senior employees (temporary and probationary employees will be included after the least senior employee).

Should all building employees where the overtime occurs decline overtime, the least senior employee will be required to take the overtime; on a rotating basis.

The Union shall provide the Portsmouth School Board with a list of employees willing to perform overtime in school other than those they are currently assigned to. Such employees may be used in overtime situations at the assigning supervisors discretion, but outside employees shall not be assigned overtime until all employees in the building where the overtime occurs have declined such assignment.

The provision of this Article will not prevent management from responding outside of its provisions in an emergency.

For the purpose of the agreement, an emergency shall be defined as an unexpected event or happening.

#### **67. Substitutes**

The School Department will attempt to establish and maintain a list of qualified substitute custodians as well as a list of employees desiring work beyond their regular schedules. For purposes of this provision, a substitute will mean a temporary replacement for a regular employee. Substitutes may be used for absences of one or more days. A reasonable effort will be made to find substitutes to replace members of the bargaining unit who are out of work for four (4) or more consecutive work days.

#### **68. Call-In Time**

Employees who are called in to work outside their regularly scheduled working hours shall be paid a minimum of three (3) hours at time and one-half their regular hourly rate.



## **69. Safety**

The School Board shall have the right to make regulations for the safety and health of its employees during their hours of employment. Representatives of the School Board and the Union may meet once in ninety (90) days at the request of either party to discuss such regulations. The Union agrees that its members who are employees of the School Board will comply with the School Board's rules and regulations relating to safety, economy, and efficiency of services to the School Board and to the public.

## **70. Proper Care**

The Union and its members agree to exercise proper care and to be responsible for all School Board property issued or entrusted to them.

## **71. Personnel File**

Employees may make copies of any and all material placed in their personnel file. A forty-eight (48) hour notice by the employee is required. No written material concerning an employee's conduct, service, character or personality while on the job shall be placed in the employee's personnel file unless the employee has had an opportunity to read and initial the actual copy to be filed with the understanding that such signature merely signifies that the material has been read and in no way indicates agreement.

No information contained in the personnel file of an employee will be released to an outside person or agency without prior approval of the employee, except to verify employment, duration of employment and confirmation of wages. Any documents to be placed in a custodian's personnel file shall be photocopied and sent to the custodian the same time they are placed in the personnel file. No document may be used against an individual if a copy has not been given to the individual.

## **72. Clothing Allowance/Shoe Allowance**

Effective July 1 of each year, each full-time employee will receive an annual clothing allowance (excluding boots) of \$266 (pro-rated for part-time employees), which may be used to purchase clothing items listed below. This list may be modified by mutual agreement.

Long-sleeve shirts	Short-sleeve shirts
Pants	Shorts
Polo shirts	Rain gear
Jackets	Gloves
Sweatshirts	

The employee shall place an order with the Facilities Director, who will issue a voucher to pre-approved uniform distributors. The Facilities Director may require employees to use the clothing allowance to purchase particular items of clothing when in the Director's discretion this is necessary to maintain appropriate levels of appearance.

No later than 30 days after the completion of the probation period, or as soon as possible thereafter, employees will be issued new uniforms. Employees shall return to the District on an annual basis any clothing purchased by the School Board that is no longer being used by the employee. Upon termination each employee must return all uniforms. The School Department will provide eighty dollars (\$80.00) annually for workboots/shoes/sneakers provided the requests for reimbursement are submitted to the Business Office by June 1 of each year. Effective July 1, 2012 the School Department will provide ninety dollars (\$90.00) annually for workboots/shoes/sneakers and one

hundred dollars (\$100.00) effective July 1, 2013. The School Department shall have the right to establish the specifications for boots/shoes/sneakers purchased under this section.

### **73. Special Clothing**

Special clothing will be issued upon the request of a custodian if approved by the Facilities Director, a copy sent to Personnel.

### **74. Retirement**

All employees covered by this agreement shall participate in the New Hampshire State Employee's Retirement System in accordance with its terms.

### **75. Credit Union**

As an additional service, all employees are entitled to participate in the Portsmouth Northeast Federal Credit Union.

### **76. Bulletin Boards**

The School Board shall provide space for bulletin boards for the posting of notices of the School Board addressed to the employees and notices of the Union addressed to its members.

### **77. Non-Contracting Service Clause**

The School Board agrees that work or services presently performed shall not be subcontracted, transferred, leased, assigned, or conveyed, whole or in part, to any other agency, person, private contractor, or non-unit employee, where such work or services can be performed by present employees.

### **Grievance**

#### **78. Grievance Definition**

A grievance for the purpose of this Agreement is a complaint against the employer by an employee or the Union with respect to the meaning and/or application of a provision of this Agreement.

#### **79. Grievance Time Frame**

A grievance must be filed within eight (8) working days of its occurrence or when the employee, by reasonable diligence, should have known of its occurrence. Grievances shall be processed in the following manner:

#### **80. Grievance Procedure**

- A. An employee (or the Union) who has a grievance shall discuss the grievance with his steward. An initial meeting will be held among the employee, a Union representative, and the Facilities Director for the purposes of determining if the matter can be resolved informally.

- B. If an employee is not satisfied with the informal resolution of the matter, a grievance may be filed with the Business Administrator within five (5) working days after the meeting with the Facilities Director. The grievance shall be in writing on an official grievance form. The Business Administrator shall meet with the Facilities Director, employee, and the Union representative and render a decision in writing within five (5) days after the meeting.
- C. An unfavorable decision in Step B may be appealed in writing to the Superintendent of Schools within five (5) working days of receipt of the decision. The Superintendent of Schools shall have four (4) working days to render a decision in writing.
- D. An unfavorable decision in Step C may be appealed in writing to the School Board. The request for a hearing must be sent in writing to the School Board within ten (10) working days of Step C's unfavorable decision. The School Board will have twenty (20) working days to render a decision in writing.
- E. If the Union is not satisfied with the disposition of the grievances by the School Board, or if no decision has been rendered within the specified time limits, and prior to the submission of the grievance to arbitration, representative of the Department involved, Superintendent's office, the School Board, and the Union will meet to determine if the grievance can be settled without arbitration.
- F. If no agreement has been reached in Step E, any dispute, claim, or grievance arising out of or relating to the interpretation of the application of this Agreement may be submitted to arbitration. If the parties cannot mutually agree to an arbitrator, then the parties will select an arbitrator using the New Hampshire Public Employee Labor Relations board and its procedures. The parties further agree to accept the Arbitrator's award as final and binding. The cost of said arbitration will be shared equally.
- Should the Union wish to submit a grievance to Arbitration, it must notify the School Board in writing within thirty (30) working days following the Union's receipt of the School Board's answer in Step D or it will be considered untimely and the Union's right to arbitration shall be waived. An Arbitrator shall have no authority to change, alter or amend any provisions in this contract.
- G. By mutual agreement of the parties, the above time limits may be extended to any step and may be by passed for failure to respond.
- H. An arbitrator shall have no authority to change, alter or amend any provision of this Contract.
- I. An arbitrator shall have no authority to change, alter or amend any provision of this Contract.
- J. The parties agree that any arbitration award rendered under this agreement may be subject to review as set forth in RSA:542.

### **81. Summer School Vacation and Non-School Days**

All employees covered by this Agreement shall be given the opportunity to work days whenever possible during the summer school vacation at the discretion of their supervisors. No employee shall be required to work weekends during summer school vacation. This does not apply in cases

of emergency or special functions. By mutual agreement between the principal and the employee, a work week of four 10-hour days may be implemented during the summer school vacation.

### **82. Related to Another Employee**

No employee related to another employee shall work in the same building if one of the employees is in a supervisory capacity.

### **83. Copy Equipment**

The School Board agrees to allow the use of its copying equipment to members of the custodial unit when the purpose is to provide notices and information to its members. This work will be performed with prior approval by the building administrator and at a time designated by that administrator, and the materials are to be supplied by the Union. Copies of all notices shall be sent to the Principal of the building where notices are copied. Copies of all notices shall be sent to the principal of the building where the notices are copies.

### **84. Copies**

The School Board agrees to provide 40 copies of the custodial agreement at the School Board's expense. The NEGOTIATOR/PERSONNEL DIRECTOR shall comply with this provision not later than 30 working days after the signing of this agreement or as soon as possible thereafter.

### **85. Benefits**

Nothing in this agreement, either by inclusion or exclusion, shall be so interpreted as to limit any benefits now enjoyed by the custodians.

### **86. Emergency Definition**

For the purpose of the agreement, an emergency shall be defined as an unexpected event or happening.

### **87. Higher Rate Assignment**

Any employee who shall perform duties paying a higher rate shall be paid at the higher rate while performing such duties, but at no time shall an employee be paid at a lower rate than that for which he is classified. Employees designated in writing to fill in for a supervisor for a consecutive period of two weeks or more shall receive a supervisor's wage rate.

### **88. School Buildings**

The School Board agrees that the bargaining unit and its representatives may have permission to use a designated room with sufficient prior notice, in a school building to conduct general meetings at reasonable hours.

### **89. Bonding of Employees**

The School Board will provide employees whose duties include responsibility for handling of monies will be bonded and those employees will be rendered safe from prosecution if those monies are destroyed, stolen, damaged or lost through no fault or negligence of the employee.

## **Insurance**

### **90. Health Insurance**

The School Board shall provide health insurance for individual, two person, or family coverage for full-time employees. The health insurance will be BC/BS Plan COMP-100 with a Managed Care Rider, Blue Choice One (1) or Matthew Thornton as available through the NHMA Health Insurance Trust or equal and comparable coverage to such plans. Said plans shall include at least \$1,000,000.00 life time coverage. Employees will be provided the option of switching plans prior to the beginning of each plan year. The employee's decision to switch plans must be made in writing by April 1 of the plan year about to end.

Should the parties agree in writing to establish a cafeteria style plan dealing in insurance issues during the course of this ~~threesix~~ (36) year contract – such plan would only become effective if ratified by the Union, approved by the School Board and approved by the City Council.

The Board need not provide health coverage if the employee is already covered under the same plan or a plan with equal benefits. If an employee is found to have dual coverage, the employee must pay back to the Board an amount equal to the premiums paid by the Board during this time.

Should the parties agree to change from BlueCross to SchoolCare anytime during the term of this contract, the employees will pay fourteen (14%) of the premium and the City will pay eighty-six percent (86%).

Effective July 1, 2012, the District may offer two (2) additional optional plans based upon Blue Choice One and Matthew Thornton plans with premium share as described above. Co-pay shall be five dollars (\$5.00) for office visits, twenty-five (\$25) for emergency room visits and \$10/\$20/\$45 for 30-day retail or 90-day mail order prescriptions.

Effective no later than 60 days after the Execution of the Agreement, employees will only be eligible for the following health plans:

Blue Choice \$10/\$20/\$45 for prescriptions with the School District paying 80% of the premium and the employee paying 20%.

Matthew Thornton \$10/\$20/\$45 for prescriptions with the School District paying 84.5% of the premium and the employee paying 15.5%.

The union agrees to participate in a City-wide committee to explore health insurance options.

Effective as soon as possible after final approval of this contract, the School Board will offer employees the option of participating in an IRS 125 Plan (premium conversion plan) so employees may pay their portion of the premium with pre-tax dollars (applicable to co-pay attributed to 95 if possible).

Effective July 1, 2016, the employees will change to SchoolCare's Consumer Driven Health Plan (CDHP) with the Health Reimbursement Account. The School District will pay 95% of the premium, and the employees will pay 5%.

In November 2016, if the total premium cost for any of the CDHP plans offered by the City exceeds the threshold level for assessment of the Affordable Care Act's Cadillac Tax, the parties will reopen the contract on the issue of health insurance only. If the parties are not able to agree on a

plan that does not exceed the threshold level for assessment of the Affordable Care Act's Cadillac Tax, the Union and the City will each select a plan that does not exceed the threshold level for assessment of the Affordable Care Act's Cadillac Tax and submit each plan to a mutually agreed upon arbitrator who will then select which plan the City will then adopt. If the re-opener is triggered, the School Department will cooperate and assist the Union to obtain health insurance bids from the companies selected by the Union, to the extent possible.

### **91. Health Insurance/Upon Retirement**

Upon notification, by eligible employees of their retirement the School District shall inform the employee of their rights under law regarding Health/Dental Insurance coverage after retirement.

### **92. Long Term Disability**

The Board will purchase income protection insurance for each employee to begin on the ninety first (91st) day of disability in an amount equal to sixty six and two thirds percent (66 2/3%), up to four thousand dollars (\$4,000) of the monthly salary of the employee at the date of disability. Said insurance shall run until age sixty-five (65) and shall be coordinated with Social Security benefits.

### **93. Life Insurance**

The School Board shall purchase one hundred percent (100%) of term life insurance for all employees, equal to twice the annual income of each employee.

### **94. Dental**

The School Board agrees to provide Dental (Plan One - see Appendix C) or an equivalent plan and to pay one hundred percent (100%) of the premium cost for single, two-person, or family plan. In exchange for accepting SchoolCare, the School Board will provide Cigna dental insurance with an annual limit of One thousand, five hundred dollars (\$1,500).

### **95. Liability Insurance**

The School Board shall save harmless all employees from financial liability arising out of any claim suit, criminal prosecution or judgment against them because they are an employee of the School Board or because of an act taken by them in the course of their employment.

The above shall not apply in cases where an employee is guilty of gross negligence or gross irresponsibility. An employee who has been found guilty of gross negligence or gross irresponsibility by the employer may appeal such decision through the grievance procedure. Should said appeal find in favor of the employee, the employer shall make the employee whole in terms of all financial liability or loss and all costs related to the alleged negligence or irresponsibility and the subsequent appeal.

### **96. Unemployment Compensation**

All unit employees shall be covered by the State of New Hampshire Unemployment Compensation Act, as provided in Chapter 348 and all amendments thereafter.

## 97. Worker's Compensation

Worker's Compensation benefits will be provided as specified in the New Hampshire Statutes. In cases where an employee is on total disability, the School Board shall pay to the employee the difference between the Worker's Compensation benefit and the employee's take-home pay. In accordance with past practice an employees accumulated sick leave time shall be used to pay the supplemental pay to make up the difference in the Worker's Compensation benefit and the employee's take home pay.

In no event shall such payments exceed fifty-two (52) weeks.

## Wages 98. Wages/Time Frame

Employees shall be paid in accordance with the following schedule, the rate of pay established in accordance with the position classification, and the rates which are included in this Agreement. Wage increases and fringe benefits shall be effective as of July 1, or date designated each year according to the schedule on the next page.

### A. Effective July 1, 2014~~08~~:

Step A - Starting pay to <del>C</del> completion of probationary period	\$ <del>12,391</del> <u>13.56</u>
Step B - End of <del>P</del> probationary period to one (1) year	\$ <del>14,383</del> <u>13</u>
Step C - One (1) year to two (2) years	\$ <del>15,263</del> <u>94</u>
Step D - Over two (2) years	\$ <del>16,965</del> <u>49</u>
Step E - Over three (3) years	\$ <del>18,126</del> <u>56</u>

### B. COLA Adjustments

~~Effective January 1, 2012, employees' wages will be adjusted by 2.43%.~~ Effective July 1, 2014~~2~~ the employees' wages will be adjusted by 2.0244%. ~~and On July 1, 2015~~3~~ and July 1, 2016,~~ a COLA adjustment percentage increase shall be computed which shall not be less than 2% nor more than 5%.

The COLA adjustment percentage shall be determined by the ten-year rolling average of the CPI-U for the Boston-Brockton-Nashua—MA-NH-ME-CT all items index as computed by the Bureau of Labor Statistics of the U.S. Department of Labor for the most recent November to November period preceding the July 1 adjustment. . The reference base is 1982-1984 equals 100 until BLS updates the reference base at which time the parties agree to adopt the official reference based as used by BLS.

*Thus if the ten-year rolling average of the CPI-U for the Boston SMSA is 1.5% the applicable COLA adjustment would be 2%; if it is 3.5% the applicable COLA adjustment would be 3.5%; if it is 5.5% the applicable COLA adjustment would be 5%.*

Applicability After Contract Expires: It is clearly understood that in the event that the ~~threesix~~ year Working Agreement expires without a successor Working Agreement being settled prior to

July 1, ~~2017~~2014, that no further COLA adjustments after July 1, ~~2016~~2013 will be generated under the Working Agreement even if the Working Agreement has an evergreen clause. It is further agreed that continuation of COLA adjustments are not to be deemed “status quo” as the term has been used by the PELRB in the event that a successor agreement has not been settled by July 1, ~~2017~~2014.

### 99. Longevity Schedule

Longevity will be paid in accordance with the following schedule:

	August 2014	August 2015	August 2016
After 5 years	\$475	\$600	\$700
After 10 years	\$575	\$700	\$800
After 15 years	\$675	\$800	\$900
After 20 years	\$775	\$900	\$1,000
After 25 years	\$875	\$1,000	\$1,100

Increasing by \$150.00 for each additional five years of service.

Length of service on the chart above will be measured as of the July 1 prior to the employee’s actual date of hire. For example an employee whose first day of work for the District was September 20, 1999 will be deemed to have completed five years of service for longevity purposes on July 1, 2004.

Longevity will begin on the first day of hire and will be paid to the nearest payday after August 1. Longevity is based on years of employment with the School Board in any full-time capacity.

### 100. Shift Differential

Effective upon the approval of this Agreement by the City Council, a shift differential of eighty cents (\$.80) per hour shall be paid to all employees whose work schedule is at least 6 hours after 3:00 P.M. on any work day.

### 101. Collective Bargaining Procedure

Any party desiring to bargain shall serve written notice of its intention on the other party at least one hundred twenty (120) days prior to May 16th.

The parties agree to enter into negotiations no later than the third week of January, if possible, to reach agreement on salaries, fringe benefits and other conditions of employment, pertinent to the provisions of N.H. RSA 273-A.

### 102. Direct Deposit

The School Board shall, upon written request and authorization from the employee forward said employee's paycheck as a direct deposit to any bank. The School Board shall not be held responsible for any delay experienced by the employees due to the transfer of funds through electronic transfer.

### 103. Mileage



Employees required or requested to use their personal vehicles in the course of their duty, shall be reimbursed. based on the IRS justifiable mileage rate as set by that agency. Mileage payments shall be paid in agreement with the Business Office.

### 105. Duration of Agreement

The School Board agrees to a ~~six(6)~~three (3) year contract. This agreement shall be in full force and effective from July 1, 20~~14~~08 through June 30, 2017~~4~~ and shall continue from year to year thereafter unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other at least one hundred twenty (120) days prior to the date of expiration as provided in Chapter 273-A: 3:ll.

A (PELRB). Where no such cancellation or termination notice is served, and the parties desire to continue this Agreement but also desire to negotiate changes or revisions in this Agreement, either party may serve upon the other a notice at least one hundred twenty (120) days prior to budget submission date, as provided in Chapter 273-A:3:ll (PELRB), advising that such a party desires to revise or change terms or conditions of such Agreement and specifies the articles to be renegotiated. The Agreement shall remain in full force and effect until such changes and revisions have been agreed upon.

~~A (PELRB). Where no such cancellation or termination notice is served, and the parties desire to continue this Agreement but also desire to negotiate changes or revisions in this Agreement, either party may serve upon the other a notice at least one hundred twenty (120) days prior to budget submission date, as provided in Chapter 273 A:3:ll (PELRB), advising that such a party desires to revise or change terms or conditions of such Agreement and specifies the articles to be renegotiated. The Agreement shall remain in full force and effect until such changes and revisions have been agreed upon.~~

### Signatures

EXECUTED THIS DAY OF \_\_\_\_\_

FOR THE PORTSMOUTH SCHOOL BOARD

FOR LOCAL #1386 AMERICAN  
FEDERATION OF STATE,  
COUNTY MUNICIPAL  
EMPLOYEES AFL-CIO.

\_\_\_\_\_  
Leslie Stevens

School Board Chairman

\_\_\_\_\_  
~~Rick Fernald~~Mark Whiting,  
President

\_\_\_\_\_  
Edward McDonough  
Superintendent of Schools

\_\_\_\_\_  
Harriett Spencer  
AFSCME Coordinator

\_\_\_\_\_  
~~Dianna Fogarty~~Thomas Closson  
City Negotiator

\_\_\_\_\_  
~~Dave Perkins~~ Matt Dwyer  
Unit ChairNegotiating Team

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Alvin Walker  
Negotiating Team

~~Dave Perkins~~  
Unit Chair

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## APPENDIX A

TITLE: Custodian  
TITLE OF IMMEDIATE SUPERVISOR: Custodian Supervisor of Facilities Director

Nature and Scope:

Job Summary:

1. Duties, that are incidental to custodial functions, in building or buildings and care of grounds assigned.
2. Performs duties as required to carry out principal's program, or programs assigned.

Accountability:

1. Accountable for cleaning and general appearance of building or buildings assigned, and surrounding grounds assigned.
2. Adjustments of heating controls when specified, perform boiler checks are requested by their building supervisors.
3. Minor repairs when necessary and possible.
4. Maintaining of security of the building or buildings during regular working hours and on special occasions as scheduled by supervisor.
5. Setting up for all special events when requested to do so.
6. Reporting to supervisor of any problem in areas assigned-custodial or maintenance.
7. Performs other related duties as required.

Work Performed:

1. Performs such duties as outlined by supervisor to maintain orderly general appearance in all assigned areas.
2. Adjustments of heating controls when specified as required by their building supervisor.
3. Perform minor maintenance repairs when possible (window replacement, lock repair, routine painting, etc.)

4. Check all doors and windows, when school is not in session or use, for security reasons, answer all alarms or other emergencies when called by the appropriate officials, report any problems to supervisor immediately when security problems exist.
5. Setting up necessary equipment for special events when requested to do so.
6. Reports any problems, custodial or other to supervisor immediately.
7. Maintains specified areas on grounds (snow removal, etc.)
8. Removes rubbish and waste paper.
9. Performs duties as required to carry out principal's program or programs as assigned.
10. Perform other related duties as required.

Special Note: Cleaning, as Defined Is:

1. Sweeping and washing as necessary; sealing and waxing, as necessary.
2. Washing and disinfecting toilet bowls, lavatories, urinals, water fountains, walls, floors, and other specified areas.
3. Dust woodwork and furniture (wash and/or polish if necessary.)
4. Vacuums and shampoos rugs.
5. Cleans windows.

Equipment Used:

Necessary equipment supplied by supervisor-tools, pails, mops, brooms, floor equipment, and other necessary supplies.

Records and Reports:

Building problems to supervisor.

JOB TITLE: School Lunch Driver, Food Services

DEPARTMENT: Custodian

TITLE OF IMMEDIATE SUPERVISOR: Facilities Director

Nature and Scope:

Job Summary:

1. Responsible for pickup and delivery of food, paper goods, custodial supplies, mail, equipment to specified areas.
2. Perform cleaning duties and other related duties, as required.

Accountability:

1. Pick up and delivery of food, paper goods, custodial supplies, mail, equipment, etc., to areas specified materials for turn-in to supervisor.
2. Cleaning of specified areas in kitchen and other areas in accordance with instructions from supervisor.
3. Cleaning of the truck and equipment used for carrying food.
4. Arranging stockroom as instructed by supervisor.
5. Performing other related duties as required.

Work Performed:

1. Pick up and delivery of food, paper goods, custodial supplies, mail, equipment, etc., to areas specified.
2. Cleaning of specified areas in kitchen and other specified areas.
3. Cleaning of trucks and equipment used.
4. Other custodial work (during summer months).
5. Arranging stock room as instructed by supervisors.
6. Performing other related duties as required.

Equipment Used:

Trucks (Food Service and other), necessary equipment supplied by supervisor for job assigned.

Records and Reports:

Making out of delivery slips for supervisors, assisting in inventory records.

## APPENDIX C

### YOUR DENTAL CARE BENEFITS:

Your dental plan is comprehensive. It will pay the following percentage of your bill for all dental procedures covered by the plan.

	Paid by Delta	Paid by Patient
<b>COVERAGE A:</b>		
Diagnostic – Initial Examination; Examinations to determine the required dental treatment once in a 6-month period; X-Rays – Full Mouth/Panorex X-Rays once in a 3-year period; Bitewing X-Rays once each 12-month period; Periapical X-Rays as necessary	100%	0%
Preventive – cleaning once in a 6-month period; Fluoride once in a 12 month period (age limit 19); Space Maintainers	100%	0%
<b>COVERAGE B:</b>		
Restorative – Amalgam, Silicate and Acrylic restorations	60%	40%
Oral Surgery – Extractions	60%	40%
Endodontics – Pulpal therapy; root canal filling	60%	40%
Periodontics – Treatment of gum disease	60%	40%
Denture Repair – Repair of removable denture to its original condition	60%	40%
Palliative – Emergency treatment	60%	40%
<b>COVERAGE C:</b>		
Prosthodontic – Bridges, partial and complete dentures, rebase and recline, crowns, inlays and onlays	50%	50%

### EXCLUSIONS:

Services which are not covered by your plan include orthodontics, cosmetic dentistry, equilibration, analgesias, plaque control programs, sealants, myofunctional therapy, implantology, prescription drugs, and treatment of temporomandibular joint dysfunctions.

### MAXIMUM:

The maximum amount which your plan will pay is \$750.00 per person per Contract Year.

**CUSTODIAL SENIORITY LIST**

**APPENDIX D**

Dale E. Durgin	06/20/88	
Thomas Howe	02/01/96	
Matt Dwyer	07/22/98	
Abdel Touhami	06/27/01	
Alvin Walker	09/20/01	
Edward MacPherson	09/24/01	
Florina Cole	3/28/02	
Ralph Langer	06/02/03	
Ronald Ouellette	12/6/04	
Sue Pickering	8/25/05	10/16/95 Food Service
Nelson Lee	9/10/07	
Victor Jines	9/8/08	
John Schmitt	1/14/10	
Helena Pinto	9/03/10	11/21/08 Food Service
Dave Perkins	9/14/10	
Tracy Rolfe	3/7/11	
Robert White	5/23/11	
Chad Stefanowicz	10/30/11	

**WORKBOOT/SHOE ALLOWANCE  
PAYMENT REQUEST VOUCHER**

**APPENDIX E**

Instructions: To be eligible for the allowance, the workboots/shoes must:

- Be designed and suitable work boots/shoes
- Be of substantial quality and made for long-term wear
- Have leather or suitable durable uppers with adequate toe and upper arch protection
- Have steel shank or proper reinforced arch support
- Deemed to be a “safety” shoe by the Portsmouth School Department
- Have non-slip, non-marking oil resistant soles
- Have proof of purchase after July 1, 2004

Further, the workboots/shoes may:

- Have high tops (boots) or may be of the low cut (shoe) type
- Have steel toe, although not required
- Vary in color or style
- May be of the “sneaker” type as long as they satisfy the above requirements

A copy of store receipt indicating purchasing information and workboots/shoe cost must be attached.

To the best of my knowledge the workboots/shoes purchased meet the above specifications and are eligible for the payment allowance reimbursement.

\_\_\_\_\_  
Employee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Supervisor

\_\_\_\_\_  
Date

|

DRAFT

|





Attorneys at Law

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Representing Management Exclusively in Workplace Law and Related Litigation

Table listing 50 US cities: ALBANY, NY; ALBUQUERQUE, NM; ATLANTA, GA; AUSTIN, TX; BALTIMORE, MD; BIRMINGHAM, AL; BOSTON, MA; CHICAGO, IL; CINCINNATI, OH; CLEVELAND, OH; DALLAS, TX; DENVER, CO; DETROIT, MI; GRAND RAPIDS, MI; GREENVILLE, SC; HARTFORD, CT; HOUSTON, TX; INDIANAPOLIS, IN; JACKSONVILLE, FL; LAS VEGAS, NV; LONG ISLAND, NY; LOS ANGELES, CA; MEMPHIS, TN; MIAMI, FL; MILWAUKEE, WI; MINNEAPOLIS, MN; MORRISTOWN, NJ; NEW ORLEANS, LA; NEW YORK, NY; NORFOLK, VA; OMAHA, NE; ORANGE COUNTY, CA; ORLANDO, FL; PHILADELPHIA, PA; PHOENIX, AZ; PITTSBURGH, PA; PORTLAND, OR; PORTSMOUTH, NH; PROVIDENCE, RI; RALEIGH-DURHAM, NC; RAPID CITY, SD; RICHMOND, VA; SACRAMENTO, CA; SAINT LOUIS, MO; SAN DIEGO, CA; SAN FRANCISCO, CA; SAN JUAN, PR; SEATTLE, WA; STAMFORD, CT; TAMPA, FL; WASHINGTON, DC REGION; WHITE PLAINS, NY.

To: John Bohenko
From: Tom Closson (with signature)
Date: November 20, 2014
Re: Paraprofessional Tentative Agreement

After extensive negotiations, I am pleased to report that the Portsmouth School Board has reached a tentative agreement with the Portsmouth School District Paraprofessionals ("the Union"). The highlights of this tentative agreement are as follows:

1.) Duration

- A 3 year contract, retroactive to July 1, 2014, extending through June 30, 2017.

2.) Health Insurance

- Beginning on July 1, 2016, the District will offer coverage only under the Consumer Driven Health Plan offered through SchoolCare ("the CDHP"). For employees regularly scheduled to work thirty (30) or more hours per week, the District will pay 95% of the premium cost for single or two-person coverage under the CDHP, and 75% of the premium cost for family coverage under the CDHP. For employees regularly scheduled to work more than twenty-five (25) hours but less than thirty (30) hour per week, the District will pay 85% of the premium cost for single person coverage under the CDHP.
- On November 1, 2016, if the total premium cost for any of the CDHP plans offered by the City exceeds the threshold level for assessment of the Affordable Care Act's Cadillac Tax, the parties will reopen the contract on the issue of health insurance only. If the parties are not able to agree on a plan that does not exceed the threshold level for assessment of the Affordable Care Act's Cadillac Tax, the Union and the City will

each select a plan that does not exceed the threshold level for assessment of the Affordable Care Act's Cadillac Tax and submit each plan to a mutually agreed upon arbitrator who will then select which plan the City will then adopt.

- Change the date of Medical and Dental Insurance eligibility to first of month after date of hire.
- On July 1, 2016, for employees who regularly work twenty-five (25) or more hours per week, the City will pay 100% of the premium cost for single or 2-person coverage through Cigna and 75% of the premium cost for family coverage

### 3.) Compensation/Other Monetary Benefits

- Annual wage increases calculated on the basis of the 10-year rolling COLA average effective July 1, 2014 (retroactive), July 1, 2015 and July 1, 2016.
- For overnight field trip duty, increase on-duty rate from \$8.00/hr. to \$10.00/hr. and increase overnight stipend from \$25.00 to \$50.00 for each overnight.
- Modify current longevity matrix to the following:
  - o 6-10 yrs. \$532
  - o 11-15 yrs. \$672
  - o 16-20 yrs. \$813
  - o 21-25 yrs. \$954
  - o 26-30 yrs. \$1095
  - o 30+ yrs. \$1135
- On July 1, 2015, adjust the longevity matrix by the 10-year rolling COLA average.
- Add 2 additional paid holidays (Labor Day and Veteran's Day).
- Increase level of life insurance coverage benefit to 3x annual salary with minimum of \$45,000.
- Increase total annual course reimbursement budget to \$12,000.

### 4.) Additional Language Changes

- Adopt new Evaluation article proposed by the District.

Portsmouth Paras

cola	0.00%	0.00%	0.00%	0.00%
retirement	10.77%	10.77%	11.17%	11.17%

BASE FY 14-15 FY 15-16 FY 16-17 Total for 3 Years AVG

Step Salaries	\$2,051,965	\$2,051,965	\$2,079,628	\$2,104,967	\$6,236,560
Longevity	\$46,737	\$46,737	\$49,775	\$52,498	\$149,010
Subtotal	\$2,098,702	\$2,098,702	\$2,129,403	\$2,157,465	\$6,385,570
FICA	\$160,551	\$160,551	\$162,899	\$165,046	\$488,496
Retirement	\$226,030	\$226,030	\$237,854	\$240,989	\$704,873
Subtotal	\$386,581	\$386,581	\$400,754	\$406,035	\$1,193,369

Cost of Current Contract	\$2,485,283	\$2,485,283	\$2,530,157	\$2,563,500	\$7,578,939
	\$0	\$44,874	\$33,343	\$78,217	\$78,217
	0.00%	1.81%	1.32%	3.05%	1.02%

cola	0.00%	2.02%	2.00%	2.00%
retirement	10.77%	10.77%	11.17%	11.17%

BASE FY 14-15 FY 15-16 FY 16-17 Total for 3 Years AVG

Step Salaries	\$2,051,965	\$2,092,173	\$2,162,490	\$2,232,298	\$6,486,961
Longevity	\$46,737	\$50,836	\$55,243	\$60,088	\$166,167
2 Paid Holidays	0	\$22,023	\$22,763	\$23,498	\$68,284
Subtotal	\$2,098,702	\$2,165,032	\$2,240,496	\$2,315,884	\$6,721,412
FICA	\$160,551	\$165,625	\$171,398	\$177,165	\$514,188
Retirement	\$226,030	\$233,174	\$250,263	\$258,684	\$742,122
Subtotal	\$386,581	\$398,799	\$421,661	\$435,849	\$1,256,310

Cost of Tentative Agreement	\$2,485,283	\$2,563,831	\$2,662,157	\$2,751,733	\$7,977,722
	\$78,548	\$98,326	\$89,576	\$266,450	\$266,450

Estimated Insurance Savings	\$78,548	\$98,326	\$89,576	\$266,450	\$266,450
	3.2%	3.8%	3.4%	10.7%	3.57%

**WORKING AGREEMENT**

**BETWEEN THE**

**PORTSMOUTH SCHOOL DISTRICT  
PARAPROFESSIONALS**

**AND THE**

**PORTSMOUTH BOARD OF EDUCATION**

The language included in this document is still in draft form and is subject to final review and approval by all parties.”

**JULY 1, 2014~~08~~ THROUGH JUNE 30, 2017~~14~~**

This AGREEMENT made and entered into by the School District of School Administrative Unit No. 52, City of Portsmouth, and the Portsmouth School District Paraprofessional Association, NEA/NH, hereinafter called the ASSOCIATION, do hereby reach agreement.

Whenever used in this agreement, the "employee" shall refer to the following: Paraprofessional, Special Education, (including but not limited to paraprofessionals for the learning disabled and autistic students), Library, computer, and clerical guidance, per PELRB certification.

This AGREEMENT represents the entire agreement between the parties hereto and may not be modified in whole or in part except by an instrument in writing duly executed by both parties.

#### **WITNESSETH**

Whereas, the Association establishes itself as the exclusive representative of the paraprofessional employees of the Portsmouth School District who are on regular active duty for the District and enrolled on the District's payroll, now therefore, the parties hereto contract and agree with each other as a result of collective bargaining, as follows:

#### **ARTICLE 1 RECOGNITION**

- 1.1 Whenever used in this AGREEMENT, the word employees shall refer only to a person(s) actively and regularly engaged in District work or enrolled on the regular payroll of the School District of the City of Portsmouth, New Hampshire.
- 1.2 The District hereby recognizes that the Association is the sole and exclusive representative of the certified NEA/NH unit except the management or supervisory employees of the District.
- 1.3 A paraprofessional is defined as any person hired for a position for which professional certification is not required. Paraprofessionals shall be paid according to the negotiated salary schedule for paraprofessionals. Paraprofessional and professional staff shall work together to provide quality education to the students in the Portsmouth schools. Effective July 1, 2009, Title I Paraeducators and Interpreters are removed from the bargaining unit. However, the currently-employed Interpreter will be grandfathered into the bargaining unit with all benefits and terms of the agreement.

1.4 Whenever the Portsmouth School Board rehires a person previously employed in this bargaining unit following a break of employment of one (1) year or more (except for the reasons listed below), these employees shall serve a probationary period and shall be classified as a new employee for benefits and seniority purposes.

A. Illness resulting in total/temporary disability due to his/her regular work with the School District, certified to by an affidavit from Worker's Compensation carrier.

B. Illness not the result of his/her misconduct resulting in total/temporary disability, certified to by a physician's affidavit.

C. Duty with the Armed Forces.

D. Reduction in Force.

The probationary period will be no less than sixty (60) school days, but this number may be extended up to a maximum of ninety (90) school days, when the additional time is needed to evaluate the employee. The employee will be given reasons in writing if probation is to be extended from 60 to 90 days. If this extension of the probationary period is to be made, it must be requested by the immediate supervisor/building principal to the Personnel Office. During this period the employee shall be granted leave in accordance with the contract in each of the following categories with permission of the immediate supervisor:

Professional Days  
Sick Days  
Bereavement Leave

All other contract provisions and benefits shall be granted to the employee upon completion of sixty (60) consecutive days.

Employees shall have no seniority rights during this period. All employees who have successfully completed the probationary period shall be known as permanent employees, and the probationary period shall be considered part of the seniority time. Termination of employment during the probationary period or any extension thereof may not be challenged through the grievance procedure or the PELRB.

**ARTICLE 2  
NON-DISCRIMINATION**

- 2.1 The District agrees that the provisions of this AGREEMENT shall be applied to all employees without discrimination on account of race, color, religion, sex, sexual orientation, disability, age, marital status, ~~Viet Nam era~~ Veteran status, national origin, ~~or~~ physical handicap, or any status protected by federal or New Hampshire Law, or City of Portsmouth Ordinance, except where age or physical condition are bona fide qualifications for employment. There shall be no intimidation or coercion of employees who exercise their rights to bargain collectively through the Association because of their membership therein or their activities in behalf of the Association in accordance with the provisions of RSA 273-A.

**ARTICLE 3  
STABILITY OF AGREEMENT**

- 3.1 Should any article, section, or portion thereof, of this AGREEMENT be in violation of a State law or be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific article, section, or portion thereof directly specified in the decision. Upon issuance of such a decision, the parties agree to immediately negotiate a substitute for the invalidated article, section or portion thereof. The obligation to negotiate in good faith shall not compel either party to agree to a proposal or to make a concession.

**ARTICLE 4  
DUES DEDUCTION**

- 4.1 The District agrees ~~to~~ ~~deduct~~ Association dues from all employees who are covered by this AGREEMENT, and to send said dues, along with a statement indicating who has paid these dues to the Association Treasurer. Before dues are deducted, the District shall require written authorization from the employee to do so - to be provided by the ASSOCIATION. The District shall notify the Association of the name and employment date of any new employees within 30 days of their employment.

**ARTICLE 5  
SECURITY CLAUSE**

- 5.1 It is recognized that the Negotiations for the administration of the AGREEMENT entail expenses which appropriately should be shared by all employees who are beneficiaries of the AGREEMENT. Paraprofessionals as a condition of employment by the SAU, ~~exclusive of the~~

~~probationary period,~~ shall (1) join the Association or (2) pay a representative fee.

This representative fee shall be retained for a Scholarship Award. The sum shall be equivalent of the membership dues and assessment required to be paid by the members of the Association. The Committee to award the Scholarship will be made up of three (3) Paraprofessionals, ~~one (1) of whom is from the Representative Fee Group and three (3) Administrators.~~

**ARTICLE 6  
WORKERS' COMPENSATION**

- 6.1 Workers' Compensation benefits will be provided as specified in the New Hampshire Statutes.

**ARTICLE 7  
SAFETY**

- 7.1 The District shall make regulations to ensure the safety and health of its employees during their working hours of employment.
- 7.2 The School Department and the Association agree to meet during the Unit's non-working hours to discuss issues of mutual concern. These meetings may be requested by either party to this AGREEMENT, with notice as to the issues to be discussed. Advance notice shall be given indicating the following by both the Association and the School Department, so that an AGENDA can be provided prior to the meeting; time, place and topic(s) to be discussed, the number of people and who will attend the meeting.

**ARTICLE 8  
INSURANCE**

- 8.1 Liability

The District shall save harmless all employees from financial liability arising out of any claim, suit, criminal prosecution or judgment against them because they are an employee of the Portsmouth School District or because of an act taken by them in the course of their employment.

The above shall not apply in cases where an employee is guilty of gross negligence or gross irresponsibility. An employee who has been found guilty of gross negligence or gross irresponsibility by the employer may appeal such decision through the grievance procedure. Should said appeal find in favor of the employee, the employer shall make the employee whole in terms of all financial liability or loss and all costs related to the alleged negligence or irresponsibility and the subsequent appeal.



## 8.2 Medical ~~Insurance - Blue Cross/Blue Shield~~

The employee shall have a choice between BC/BS Plan Comp 100 Managed Care Rider or Blue Choice One (1).

### Employee Share of Premium

25-30 hours (1 Person only)			30+ hours (1 or 2-person)	
Year	Comp 100/ BC	MT	Comp 100/ BC	MT
<del>1408-1509</del>	<del>387.0%</del>	<del>37.06.5%</del>	<del>176.0%</del>	<del>13.50%</del>
<del>1509-1610</del>	<del>387.0%</del>	<del>37.06.5%</del>	<del>176.0%</del>	<del>13.50%</del>
<del>10-11</del>	<del>38.0%</del>	<del>37.0%</del>	<del>17.0%</del>	<del>13.5%</del>
<del>11-12</del>	<del>38.0%</del>	<del>37.0%</del>	<del>17.0%</del>	<del>13.5%</del>
<del>12-13</del>	<del>38.0%</del>	<del>37.0%</del>	<del>17.0%</del>	<del>13.5%</del>
<del>13-14</del>	<del>38.0%</del>	<del>37.0%</del>	<del>17.0%</del>	<del>13.5%</del>

Effective July 1, 2009 or as practicable thereafter, the District may offer two (2) additional optional plans based upon Blue Choice One and Matthew Thornton plans with premium share as described above. Co-pay shall be five dollars (\$50.00) for office visits, twenty five dollars (\$25.00) for emergency room visits, and \$10/\$20/\$45 for 30-day retail or 90-day mail order prescriptions.

- A. For employees scheduled to work thirty (30) or more hours per week the District will pay ~~eighty four percent (84%) of the single or two person premium for whichever BC/BS option the employee selects. Effective July 1, 2010, the District will pay~~ eighty three percent (83%) of the single or two person premium for whichever BCBS option the employee selects.

Family plan is available at the same District dollar contribution as the two-person plan.

Co-Pay Applicable to Matthew Thornton Plan only:

The employee shall pay ~~thirteen percent (13.0%) of the cost of single and two person premiums. Effective July 1, 2010 the employee shall pay~~ thirteen and one half percent (13.5%) as long as Matthew Thornton's cost remains at least 5% below the Blue Choice premium. If

the premium for Matthew Thornton is not at least 5% below the Blue Choice premiums the employee's and the employer's percentage cost of the premiums shall be the same as those for Comp 100 MC and Blue Choice as set forth above.

- B. For employees scheduled to work more than twenty-five (25) hours or more but less than thirty (30) hours per week:

The District will pay the percentage of the premiums listed above of the single person premium for which ever BC/BS option the employee selects. If the premium for Matthew Thornton is not at least 5% below the Blue Choice premiums the employee's and employer's percentage cost of the premiums shall be the same as those for Comp 100MC and Blue Choice as set forth above.

Two person and Family plans are available at the same District dollar contributions as the single person plan.

- C. The Association agrees to participate in a City-wide committee to explore health insurance options.
- D. The District need not provide health insurance coverage if the employee is already covered under the health insurance plan provided by the Portsmouth School District or the City of Portsmouth. If an employee is found to have dual coverage, the employee must pay back to the District an amount equal to the premiums paid by the Board during this time.
- E. All employee contributions to the health insurance premiums and to dependent care coverage and other medical expenses allowable under law shall be by payroll deduction pursuant to the provisions of Section 125 of the Internal Revenue Code.

F. Should the parties agree in writing to establish a cafeteria style plan dealing in insurance issues during the course of this agreement, such plan would only become effective if ratified by the Association, approved by the School Board and approved by the City Council.

G. The medical insurance coverage provided by the District will not change until July 1, 2016. Beginning on July 1, 2016, the District will offer coverage only under

the Consumer Driven Health Plan offered through SchoolCare ("the CDHP"). For employees regularly scheduled to work thirty (30) or more hours per week, the District will pay 95% of the premium cost for single or two-person coverage under the CDHP, and 75% of the premium cost for family coverage under the CDHP. For employees regularly scheduled to work more than twenty-five (25) hours but less than thirty (30) hours per week, the District will pay 85% of the premium cost for single person coverage under the CDHP.

E-H. In November 2016, if the total premium cost for any of the CDHP plans offered by the City exceeds the threshold level for assessment of the Affordable Care Act's Cadillac Tax, the parties will reopen the contract on the issue of health insurance only. If the parties are not able to agree on a plan that does not exceed the threshold level for assessment of the Affordable Care Act's Cadillac Tax, the Union and the City will each select a plan that does not exceed the threshold level for assessment of the Affordable Care Act's Cadillac Tax and submit each plan to a mutually agreed upon arbitrator who will then select which plan the City will then adopt.

**8.3** Medical - Eligibility for this insurance: ~~Employment as a Paraprofessional for sixty (60) consecutive days.~~ First of the month after date of hire.

**8.4** Dental

Employees shall be eligible for either individual or two-person coverage. The District shall pay one hundred percent (100%) of Delta Dental Plan or an equivalent plan for individual coverage. This will apply to all employees scheduled to work for— twenty-five (25) or more hours per week.

The dental insurance coverage provided by the District will not change until July 1, 2016. On July 1, 2016, for employees who regularly work twenty-five (25) or more hours per week, the City will pay 100% of the premium cost for single or 2-person coverage through Cigna and 75% of the premium cost for family coverage through Cigna.

**8.5** Eligibility for this insurance: ~~Employment as a Paraprofessional for sixty (60) consecutive days.~~ First of the month after date of hire.

**8.6 Life Insurance**

The district shall provide one hundred percent (100%) of Term Life Insurance for each paraprofessional working fifteen hours a week or more equal to ~~twice-three~~ (32x) the annual salary of the paraprofessional or a minimum of ~~thirty~~ forty-five thousand dollars (\$~~3045~~,000.00).

It is understood that employees age 70 and over will have this benefit reduced in accordance with the certificate schedule attached. This provision will not apply to those individuals listed in the Memorandum of Understanding which will be signed when this contract is executed and which is attached.

**8.7 Long Term Disability**

The Board will purchase income protection insurance for each paraprofessional who has completed the probationary period and who works twenty-five (25) hours per week or more. This insurance will begin no sooner than the 91st day of disability. Payments shall equal 66 2/3% of the monthly salary of the paraprofessional at the date of disability. Said insurance will run until age 65 and shall be coordinated with social security benefits. This provision shall be effective 30 days after this contract is approved by the City Council.

**ARTICLE 9  
DISCIPLINARY PROCEDURES**

- 9.1** All disciplinary actions shall be applied in a fair manner and shall be consistent with the infraction for which disciplinary action is taken.
- 9.2** All suspensions and discharges must be stated, in writing, with the reason stated, and a copy given to the employee at the time of suspension or discharge.
- 9.3** Disciplinary action shall normally follow this order:
- a. An oral warning
  - b. A written warning
  - c. Suspension without pay
  - d. Discharge
- 9.4** An employee may be suspended or discharged for the following reasons:

- a. Misconduct during employment
- b. Incompetency or inefficiency
- c. Failure to perform assigned duties
- d. Disobedience to his/her superior
- e. Intoxication while on duty
- f. Conviction of a felony
- g. Failure to observe rules and regulations
- h. Incompatibility with other employees
- i. Unauthorized absence from duty
- j. Insubordination.

- 9.5 Subject to the language of this AGREEMENT, a suspension or discharge of an employee shall rest with the Superintendent of Schools.
- 9.6 No employee shall be penalized, disciplined, suspended, reprimanded, adversely evaluated, reduced in rank or compensation, or deprived of any advancement without just cause.
- 9.7 Unless the misconduct involved a minor, the personnel record of an employee will be cleared of written reprimand after a period of one year from the date of the reprimand, providing there are no similar infractions committed during the intervening period.
- 9.8 Unless the misconduct involved a minor, the personnel record of an employee will be cleared of suspension notices after a period of two years from the date of suspension, providing no similar infractions have been committed during the intervening period.
- 9.9 All employees shall have the right to review their records upon twenty-four (24) hours' notice to the personnel office.
- 9.10 No written material concerning an employee's conduct, service, character or personality while on the job shall be placed in the employee's personnel file unless the employee has had an opportunity to read and initial the actual copy to be filed with the understanding that such signature merely signifies that the material has been read and in no way indicates agreement.
- 9.11 Evaluations that become part of the personnel record of the employees must be conducted prior to April 30 of the employment year. The employees will be given a copy of the evaluation within two (2) weeks of the evaluation. The employee may attach a refutation or clarification to the evaluation.

**ARTICLE 10**

**GRIEVANCE PROCEDURE**

- 10.1** A grievance for the purpose of this AGREEMENT is a complaint against the employer by an employee(s) or the Association with respect to the meaning and/or application of a provision(s) of this AGREEMENT.
- 10.2** Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved employee to proceed to the next step, except at the BOARD level. A decision on the grievance at the BOARD level shall be rendered within the time limit set forth or the grievance shall be deemed favorable to the grievant. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decisions rendered at that step.
- 10.3** A grievance must be filed within ten (10) working days of its occurrence or within ten (10) working days of the time the employee, by reasonable diligence, learned of its occurrence. Grievances shall be processed in the following manner:

**STEP I** Any employee who has a grievance shall discuss it first with his/her immediate supervisor, if applicable, in an attempt to resolve the matter informally at that level. An Association representative may be present if requested. A decision shall be rendered the aggrieved in five (5) working days. This decision shall be in writing.

**STEP II** An unfavorable decision by the immediate supervisor may be appealed in writing to the Assistant Superintendent within five (5) working days. A meeting shall be held between the parties as soon as possible after the written appeal, but within five (5) working days, and the Assistant Superintendent shall have five (5) working days to render a decision in writing.

**STEP III** An unfavorable decision by the Assistant Superintendent may be appealed in writing to the Superintendent within five (5) working days. A meeting shall be held between the parties as soon as possible after the written appeal, but within five (5) working days, and the Superintendent shall have five (5) working days to render a decision in writing.

**STEP IV** If the grievance is not resolved to the grievant's satisfaction, he/she and the Association, no later than five (5) working days after receipt of the Superintendent's decision, may request a review by the BOARD. The request shall be submitted in writing through the Superintendent of Schools, who shall attach all related papers and forward the request to the BOARD. The BOARD shall review the grievance and hold a hearing within thirty (30) working days. A decision in writing shall be rendered within fifteen (15) calendar days of the hearing.

**STEP V** If the Association is not satisfied with the disposition of the grievance by the Board of Education, or if no decision has been rendered within the specified time limits, and prior to the submission of the grievance to arbitration, representatives of the department involved, Superintendent's Office, and School Board, and the Association will meet to determine if the grievance can be settled without arbitration.

**STEP VI** Should the decision of the Board of Education be unsatisfactory, any dispute, claim, or grievance arising out of or relating to the interpretation or the application of this AGREEMENT may be submitted to arbitration under the Voluntary Labor Arbitration Rules of the American Arbitration Association. The parties further agree to accept the Arbitrator's award as final and binding upon them. The cost of said arbitration will be borne equally by both parties regardless of the outcome. All decisions involving wages, wage rates, promotions, transfers, hours worked and not worked, shall be retroactive to the date the grievance first occurred. The Association will notify the Board of Education in writing of its intention to appeal for arbitration within ten (10) working days of receiving the Board's decision.

**10.4** Any step may be by-passed by mutual agreement or failure to respond.

**10.5** Any party may appeal a decision of an arbitrator to the courts pursuant to RSA-542.

- 10.6 An arbitrator acting under the grievance procedure shall have no authority to alter, amend, change or modify any of the terms of this agreement.

**ARTICLE 11**  
**SICK LEAVE**

- 11.1 For paraprofessionals who have been employed in the District for three (3) or less years, sick leave without loss of pay or benefits shall be computed at the rate of ten (10) days per year. It will be credited to an employee's record at the beginning of the employment year.
- 11.2 Effective July 1, 2009, after three (3) years in the Portsmouth School System, sick leave will be computed at ) eleven (11) days per year. It will be credited to an employee's record at the beginning of the employment year.
- 
- 11.3 Sick leave shall be used for self or when imperative, to care for an immediate member of the employee's family. Effective July 1, 2009 employees may utilize no more than fifteen (15) sick days in any school year to care for a family member. In the event of prolonged absence as a result of accident or illness, the Superintendent will consider circumstances that might warrant extension of full or partial sick pay.
- 11.4 In such cases where a full day is not needed for sick leave, only the hours used will be charged to the paraprofessional.
- 11.5 Employees who have completed three years of service will be allowed to use up to ten (10) sick days before it is actually earned or accrued for use for the employee's illness or injury. It is understood that once additional leave is earned that it will be debited against any negative balances. Additionally, if an employee leaves the School Department with a negative balance, the employee will be responsible for reimbursing the School Department the cost of the negative balance.
- 11.6 The BOARD agrees to pay fifty five percent (55%) of all accumulated sick days in a cash payment at the per diem rate which the paraprofessional last earned to any paraprofessional who separates from the system with at least ten (10) years of service in the system. This percentage will be based on a maximum of ninety (90) days. The maximum number of sick days that may be accumulated will be one hundred and fifteen (115) days.



The parties agree that all paraprofessional employees hired after July 1, 1996 shall not receive any payout for accumulated sick leave upon termination or retirement.

- 11.7 Whenever possible, prior notice of retirement will be given by February 1st of the year preceding the last work year for employees entitled to a payout.
- 11.8 The District agrees to notify each paraprofessional in writing of accumulated sick leave days once a year during the month of September.
- 11.9 Beginning July 1, 1999, the parties agree that for the purpose of leave time accrual, utilization, accumulation and sick leave bank, leave time will be recorded in hours. Hours will mean the actual number of hours used or earned. Conversion from days to hours will be based on the number of hours per day reflected on the Intent to Employ on any given year.

11.10 Sick Bank

- A. A sick leave bank shall be established into which each employee may each year donate from one (1) to five (5) days from an employee's unused accumulated sick leave. Days will be donated between the first day of school and September 15<sup>th</sup>. When necessary, additional donations will be added midyear.
- B. The sick leave bank may accumulate to one thousand fifty (1050) hours.
- C. A Sick Bank Chairman shall be appointed from the membership. The ~~Chairperson and the~~ District shall keep a record of the total number of days (hours) in the Sick Leave Bank.
- D. In the event that any member has used all his/her accumulated sick leave and has been out of work without pay for five consecutive work days because of extended or chronic illness, he/she shall apply to the Sick Bank Chairperson for additional days to be taken from the Bank.
- E. The Sick Bank Chairperson will ~~present forward~~ the request to the Committee District Business Manager for ~~approval~~ disbursement.
- ~~F. The committee will consist of at least one paraprofessional from each building with a maximum of eight (8) members from the Association.~~

~~G.F.~~ Employees are not eligible to draw from the sick leave bank if the serious health condition is compensable under workers' compensation.

**ARTICLE 12  
PERSONAL DAYS**

12.1 Employees may take two (2) personal leave days for business which cannot be transacted any other time. Whenever possible, twenty-four (24) hour notice shall be given. No employee ~~shall~~ ~~take~~ a personal day preceding or subsequent to any vacation period or school holiday or on election day or in the month of June unless upon approval from the Superintendent of Schools. An employee may take the equivalent hours rather than a full day. Effective on July 1, 2009, eligible members will be entitled to two (2) additional personal days for the 2009-10 contract year only. This is a one-time only increase in personal days and does not carry forward into 2010-11. The additional personal days may not be carried forward or cashed out under any circumstances.

12.2 Unused Personal Days will be credited toward the Accumulation Days (Ref. Article 11, 11.5).

**ARTICLE 13  
PROFESSIONAL DAYS**

13.1 Employees may be granted two (2) professional days ~~day~~ at the discretion of their Building Principal. These days shall be used exclusively for the purpose of enrichment of the employee's job or position. These shall be paid days. Additional professional days may be granted with the approval of the Building Principal.

13.2 Professional days must be approved by the employee's immediate supervisor and/or program manager at least twenty-four (24) hours in advance.

**ARTICLE 14  
ASSOCIATION LEAVE**

14.1 When an employee is elected President of the Paraprofessional Association and has work which involves being away from his/her work with the School Department, that employee or his or her designee shall at the written request of the Union be granted up to a maximum of two (2) work days per year for Association Leave.

**ARTICLE 15**

**CHILD CARE/CHILD BIRTH LEAVE**

- 15.1 Upon application of the employee to the Superintendent of Schools, a child care leave of absence of up to two (2) years shall be granted to employees who have been employed at least one (1) year before said application. An employee on such leave, upon returning, shall be offered a similar category of employment, as indicated by the prior job description.
- 15.2 Employees shall be entitled to draw accumulated sick leave benefits during this period of disability surrounding childbirth.
- 15.3 All benefits to which an employee was entitled to at the time of the approved child care leave shall be restored to them upon returning to work.
- 15.4 Employees returning from childcare leave shall notify the employer by April 1 of the year for return to the school in the following September.

**ARTICLE 16  
LEAVE OF ABSENCE**

- 16.1 Upon approval of the Superintendent of Schools a Leave of Absence may be granted. The leave shall be without pay or other benefits. Leave may be granted for such reasons as Personal, Illness, or Educational reasons and will not exceed two (2) years.  
  
An extension of the above Leave of Absence may be granted if:  
    The employee has been continuously employed for more than three (3) years in the Portsmouth School System.
- 16.2 Any paraprofessional returning from a Leave of Absence shall return only at the beginning of a school year, unless otherwise provided for.
- 16.3 While on Leave of Absence, the paraprofessional will notify the School Department by April 1 of the leave year as to his/her intention of returning to work in September.
- 16.4 All requests, extensions or renewals shall be in writing and responded to in writing.

16.5 All benefits to which an employee was entitled at the time of the approved leave shall be restored to them upon returning to work.

**ARTICLE 17  
BEREAVEMENT**

17.1 Bereavement Leave will be granted as follows without loss of pay or benefits:

Not to exceed three (3) days:

1. brother-in-law
2. sister-in-law
3. grandparent
4. aunt or uncle
5. nieces or nephews
6. a blood relative or ward residing in the same household

Not to exceed five (5) days:

1. parents
2. sister
  
3. brother
4. parents-in-law

Not to exceed seven (7) days:

1. husband, wife or civil union partner
2. child

Bereavement leave may be granted if approved by the Superintendent for the death of a close friend. The Superintendent shall have the discretion to set the number of day(s) allowed based on the circumstance.

17.2 Extensions may be granted by application to the Superintendent.

**ARTICLE 18  
HOLIDAYS**

Each paraprofessional shall be entitled to ~~five~~ nine (9) paid holidays as follows:

Thanksgiving  
Day After Thanksgiving  
Christmas  
New Years

Martin Luther King Day  
 Memorial Day  
~~Labor Day (effective 2014-15)~~  
~~Columbus Day~~  
~~Veterans' Day (effective 2014-15)~~

~~Effective the 2010-151 school year, Columbus Day will be added as a holidays. Effective the 2012-13 school year, the day after Thanksgiving will be added as a holiday.~~

**ARTICLE 19  
 LONGEVITY**

**19.1** Longevity will be based on the following schedule for years of consecutive service to the School Department.

~~201408-1509~~

After:

<del>6 - 10 years-</del>	<del>\$380532</del>
<del>7</del>	<del>\$405</del>
<del>8</del>	<del>\$431</del>
<del>9</del>	<del>\$456</del>
<del>10</del>	<del>\$482</del>
<del>11 - 15 years</del>	<del>\$507672</del>
<del>12</del>	<del>\$533</del>
<del>13</del>	<del>\$559</del>
<del>14</del>	<del>\$584</del>
<del>15</del>	<del>\$610</del>
<del>16 - 20 years</del>	<del>\$635813</del>
<del>17</del>	<del>\$661</del>
<del>18</del>	<del>\$686</del>
<del>19</del>	<del>\$712</del>
<del>20</del>	<del>\$737</del>
<del>21 - 25 years</del>	<del>\$763954</del>
<del>22</del>	<del>\$788</del>
<del>23</del>	<del>\$814</del>
<del>24</del>	<del>\$839</del>
<del>25</del>	<del>\$865</del>
<del>26 - 30 years</del>	<del>\$8901,095</del>
<del>27</del>	<del>\$916</del>
<del>28</del>	<del>\$942</del>
<del>29</del>	<del>\$967</del>
<del>30+ years</del>	<del>\$9931,135</del>

The longevity stipend will increase on July 1, 2015 and July 1, 2016 by the 10-year rolling COLA average-, as described in Article 323 for 2010-11, 2011-12, 2012-13 and 2013-14.

19.2 Longevity is to be paid in a separate check no later than August 1.

19.3 Should an eligible employee, because of illness or unforeseen emergency need to terminate employment prior to the longevity benefit payment, this benefit shall be prorated on a monthly basis.

**ARTICLE 20  
SENIORITY**

20.1 An employee's seniority shall commence with the last date of hire —and continue as long as he/she is employed by the Portsmouth School District in the bargaining unit.

20.2 An employee shall not forfeit seniority during absences caused by the following:

- a. Illness resulting in total/temporary disability due to his/her regular work with the School District, certified to by an affidavit from Worker's Compensation carrier.
- b. Illness not the result of his/her misconduct resulting in total/temporary disability, certified to by a physician's affidavit.
- c. Leave of Absence granted by the Superintendent of Schools.

20.3 Seniority shall be defined as continuous years of service within the bargaining unit counted from the last date of hire.

20.4 Seniority shall be a determining factor in all layoffs. It is the intent of the School District to continue the use of seniority as a determining factor in all layoffs.

20.5 If an employee is offered an opportunity for recall to a job which he or she has previously performed, and for the same number of hours and the employee refuses to accept the position, it shall result in the employee being dropped from the recall list.

20.6 Employees laid off shall be placed on a recall list for twenty-four (24) months after the date of the lay-off. Employees shall be recalled based on seniority. If a certification is required for a job only an employee with the certification will be eligible for recall.

~~20.7 Certifications and Medicaid Reimbursements:~~

~~1. Certifications~~

~~— Employees in positions for which Medicaid reimbursements can be claimed will seek state certification if asked to do so by the district. Failure to secure such certification may result in a transfer to another position.~~

~~— Employees who wish to transfer into positions which are Medicaid reimbursable will not be denied the position or discriminated against in filling the position, on the basis of not holding a certificate. Employees who transfer into such positions will seek state certification, if requested by the School Board to do so, and go through the criminal records check as required.~~

~~2. Reimbursement for certification fees.~~

~~— The school board will pay the certification fee plus the criminal records check for those employees who hold Medicaid reimbursable positions who obtain certification at the School Board's request.~~

~~3. It is understood by the parties that the Superintendent may terminate the implementation of this section if he determines it is no longer necessary or desirable to obtain federal reimbursement for services (or reimbursement is no longer available) and thereafter will no longer require paraprofessionals to be certified.~~

~~4. This Section 20.7 shall cease to be effective after June 1, 2003. Nothing in this contract will require the District to pay for the criminal record check of new employees.~~

**ARTICLE 21  
JURY DUTY**

**21.1** Employees serving on a jury shall be guaranteed their regular daily pay from the SAU. The employee shall forward to the Payroll Department of the SAU all reimbursements for such services, exclusive of what personal expenses (e.g. travel) are incurred. When such reimbursement is greater than the regular daily pay of the employee, the employee shall retain only the excess amount.

**21.2** Employees who are subpoenaed by the School District or City as a witness in civil or criminal court proceedings, shall be granted such leave. Employees shall be guaranteed their regular daily pay from the SAU. The employee shall forward to the Payroll Department all reimbursements for such services, exclusive of what personal expenses are incurred (e.g. travel). When such reimbursement is greater than the regular daily pay of the employee, the employee shall retain only the excess amount.

**ARTICLE 22  
JOB POSTINGS**

- 22.1** All unit vacancies, promotions and new jobs must be posted for six (6) working days in each school, so that all employees will have an opportunity to apply for these jobs.
- 22.2** Job postings shall include job specifications, range of pay, hours worked, and job location, and if the position is permanent or temporary.
- 22.3** The District shall provide space for bulletin boards for the posting of notices of the District addressed to the employees and notices of the Association addressed to the members.
- 22.4** During the summer months when schools are not in session, the unit vacancies shall be posted on the bulletin boards at Central Office and copies shall be sent to the President of the Paraprofessional unit. The Union will provide the summer addresses of the President of the Paraprofessional Unit.

**ARTICLE 23  
HOURS OF WORK YEAR**

- 23.1** It is agreed that the paraprofessionals shall, with notification to the Business Office by the end of the previous year, be paid on a biweekly basis for a total of twenty-two (22) or twenty-six (26) pay periods starting in September of their employment year.

Those employees who elect to be paid on a biweekly basis for a total of twenty-six (26) pay periods starting in September of their employment year shall be paid four (4) of their last five (5) checks on the same day as the teachers receive their final checks. The remaining check will be paid as soon as possible thereafter but not later than the last day in June.

- 23.2** The work year for paraprofessionals shall be at least 183 days or the same number of teacher/student contact days whichever is greater. It is understood that the paraprofessional work year will include one day for pre-preparation before the student year begins, one day of in-service training, and one non-student contact day during the school year. It is further understood that holidays as cited in Article 18 are in addition to the regular work year.



- 23.3** The district shall notify paraprofessionals as to their employment status as follows:

Paraprofessionals in state/federally funded positions (outside funding) shall be notified within twenty one (21) days of funding confirmations;

- (2) All others shall be notified by July 21.

If budget problems cause a reduction in the number of staff, a two week<sup>s</sup>' notice will be given.

#### **HOURS OF WORK AND OVERTIME**

- 23.4** Employees starting times, and hours to be worked are set up as deemed necessary by the Superintendent of Schools,

building principals, or supervisors, according to the individual school and program needs.

Hours to be worked shall be set forth on the individual work agreement issued to each employee as provided in Article 23.3 above.

- 23.5** Except in the case of extreme emergency conditions, the employee workday shall be scheduled between the hours of 7 A.M. and 5 P.M.

- 23.6** Paraprofessionals who volunteer and are selected to attend camps, trips and other activities involving overnights shall be paid at the rate of ~~\$8~~10.00 per hour from 7 a.m to 9 p.m if they are on-duty and actively supervising or aiding students. Any overtime incurred as a result of these assignments shall be at one one-half this rate. For each overnight, paraprofessionals will receive a stipend of ~~twenty-five~~fifty dollars (~~\$25~~50.00). It is understood that such activities are voluntary and there will be no reprisals against any employee who declines such activities.

- 23.7** Except in the case of an emergency a paraprofessional may not replace a teacher as the person charged with the responsibility for a classroom of students.

- 23.8** Employees employed 35 hours or more during the 2008-09 school year and with eight (8) or more years of service as of September 1, 2008, shall not have their work week reduced to below 35 hours.

- 23.9** Employees will receive a 15-minute paid break each day.

23.10 Employees will receive an uninterrupted 30-minute lunch break each day. If the employee is required to be with a child during the lunch break, the lunch period will be paid.

#### TRANSPORTATION

23.11 Whenever employees are requested to transport students and such request is authorized by the building principal, and the program manager, the established school department rate for travel will be paid after being properly vouched.

#### ARTICLE 24

#### COLLEGE COURSE TUITION REIMBURSEMENT

##### 24.1

~~24.1-A. Each school year during this Agreement, the School District will budget and make available \$5,250 for college course tuition reimbursement. The Board agrees to budget \$9,000 per year to provide reimbursement to employees who complete approved courses,~~

~~workshops or conferences related to their job responsibilities. Only twenty-five percent (25%) of said amount may be utilized for college level courses and only half of that amount may be used on first semester courses. Paraprofessionals shall be eligible to use this benefit for college courses after one year of service as a paraprofessional. Paraprofessionals shall agree to remain in the district as a paraprofessional for one full school year after receiving reimbursement for a college course. No paraprofessional shall receive more than \$300 in total reimbursement for approved courses, workshops and conferences in a school year.~~

~~B. Employees who have been employed by the School District for at least one year may request approval for college course tuition reimbursement. In order to receive approval, a requested course must be job related and must be considered and approved in advance by the building principal and Central Office Designee. All courses, workshops and conferences must be approved in advance by the employee's supervisor or project manager. The District will pay for workshops and conferences with purchase orders when possible.~~

~~C. On a "first come, first served" basis, and subject to the overall annual budget of \$5,250, the District will reimburse up to three credit hours per employee, capped at the in-state tuition rate currently charged by Granite State College.~~

~~The Board will pay a minimum of one hundred (100%) of the costs for any approved program. Disbursement of funds will be on a first come, first serve basis. Each employee shall be limited to one program per calendar year unless there are unused funds, whereupon support for a second program can be requested.~~

D. Course reimbursement will be paid within four (4) to six (6) weeks upon proof of registration. If a Paraprofessional drops a course, he/she must notify Central Office immediately and must reimburse the district either through payroll deduction or cash payment within two (2) weeks of said notification. The Paraprofessional must provide official evidence, within two (2) weeks of receiving notification, of a minimum grade of B or better. If said grade(s) is not obtained, the Paraprofessional must reimburse the District either through payroll deduction or cash payment on a mutually-acceptable schedule.

~~If paraprofessional certification is required, the School district will provide employees with a reasonable opportunity to become certified at no cost to the employee.~~

#### 24.2 Workshop Payment

A. Each school year during this Agreement, the School District will budget and make available \$6,750 for professional workshops.

B. Employees may request approval for payment for professional workshops. In order to receive approval, a requested course must be job related and must be considered and approved in advance by the building principal and Central Office Designee.

C. Payments will be on a "first come, first served" basis, and subject to the overall annual budget of \$6,750. The District will pay up to \$300 per workshop, per paraprofessional.

D. The District will make every effort to pay for the workshops prior to the employee's attendance. Employees will be required to reimburse the district for workshops that are paid for, but not attended.

E. Money left in the Workshop Payment account at the end of the year will be used to reimburse employees who have taken approved college courses which were not funded.

### **ARTICLE 25 COPY EQUIPMENT**

**25.1** The District agrees to allow the use of its copying equipment to members of the Paraprofessional Unit when the

purpose is to provide notice and information to —its membership. This work will be performed during a time when

the machines are not in use, when the employee is off duty and the materials will be supplied by the Association.

**ARTICLE 26**  
**CATEGORIES OF EMPLOYMENT**

- 26.1** The District agrees that if new categories of employment are added to the bargaining unit, the wages and working conditions will be the same as the provisions of this AGREEMENT.

**ARTICLE 27**  
**DURATION OF AGREEMENT**

- 27.1** This AGREEMENT shall be in full force and effect from July 1, 2014~~08~~ to and including June 30, 2017~~14~~ and shall continue from year to year there after unless written notice of desire to cancel or terminate the AGREEMENT is served by either party upon the other at least one hundred twenty (120) days prior to the date of expiration as provided in Chapter 273-A; 3:11A (PELRB). Where no such cancellation or termination notice is served, and the parties desire to continue this AGREEMENT but also desire to negotiate changes or revisions in this AGREEMENT, either party may serve upon the other a notice at least one hundred twenty (120) days prior to budget submission date, as provided in Chapter 273-A; 3:11 (PELRB), advising that such a party desires to revise or change terms or conditions of such AGREEMENT and specifies the articles to be renegotiated. The AGREEMENT shall remain in full force and effect until such changes and revisions have been agreed upon.

**ARTICLE 28**  
**RESIGNATIONS**

- 28.1** Because of prorated pay, a written resignation must be received by the immediate supervisor a minimum of two (2) weeks prior to the effective date of resignation. Employees who work through the end of the school year and provide notice of resignation prior to June 30 shall be continued on the District's health insurance plan in July and August upon advance payment of premium co-pay.

**ARTICLE 29**  
**STEPS**

- 29.1** Salary steps shall equal years of service. When hiring paraprofessionals the District may give up to ~~two-five~~ (5) years of credit on the salary schedule for experience as a

teacher or comparable educational professional. ~~This shall increase to~~

~~3 years in 2009-10, 4 years in 2010-11 and 5 years in 2011-12.~~

**ARTICLE 30  
COPIES OF AGREEMENT**

**30.1** All paraprofessional employees shall be provided with a copy of this working AGREEMENT. Project Managers shall provide each new employee with a schedule of hours of work and their job description.

**ARTICLE 31  
MILITARY LEAVE**

**31.1** An employee called to serve a training tour of duty or for emergency (flood, hurricanes, riots, etc. or upon the call of the Governor of the State of New Hampshire) with the National Guard or Armed Reserves will suffer no loss of pay or fringe benefits and will be paid the difference between the fee received for such service and the amount of straight time earnings lost by reason of such service. This shall be limited to eleven (11) work days per school year.

**ARTICLE 32  
WAGES**

COLA Adjustment

Effective July 1, 20~~08~~14 and each July 1 thereafter of each year from July 1, 201~~04~~4 through June 30, 201~~47~~47 an annual COLA adjustment percentage increase shall be computed which shall not be less than 2% nor more than 5%.

The COLA Adjustment percentage shall be determined by the ten (10)-year rolling average of the annual increase in the CPI-U for the Boston-Brockton-Nashua--MA-NH-ME-CT all items index as computed by the Bureau of Labor Statistics of the U.S. Department of Labor for the most recent calendar year preceding the July 1 adjustment. BLS's calendar year for this index is November through -November. It is not published on a December to December basis. The reference base is 1982-1984 equals 100 until BLS updates the reference base at which time the parties agree to adopt the official reference based as used by BLS.

*Thus if the ten (10)-year average CPI-U for the Boston SMSA is 1.5% the applicable COLA adjustment would be 2%; if it is 3.5%*

*the applicable COLA adjustment would be 3.5%; if it is 5.5% the applicable COLA adjustment would be 5.0%.*

The parties agree that in the event that the City approves COLA increases, general wage increases, or general bonuses for fiscal years 2009 through 2014 for any other City or School District bargaining unit, except the Association of Portsmouth Teachers, that are greater than the increases generated under the COLA Adjustment clause in this contract, members of this bargaining unit shall be entitled to the same increases. This provision will not be applicable if:

- a) Another bargaining unit receives COLA increases for fiscal years 2010 through 2014 in accordance with the same COLA formula in this contract, but not for fiscal year 2009.
- b) Another bargaining unit receives COLA increases for fiscal years 2009 through 2014, but the total compounded impact is less than the total compounded impact the COLA adjustments provided by this contract. The total compounded impact is measured by the total new dollars generated on \$1000 in base wages over the term of the contract. For example, under this contract, \$1000 in base wages would generate \$507.24 in total new dollars for fiscal years 2009 through fiscal year 2014 (assuming 3.% COLA increases for fiscal years 2011 through 2014). Partial year COLA adjustments shall result in pro-rated dollar increases for such years. (See Appendix A for calculations on this contract).
- c) Another bargaining unit agrees to a contract through fiscal year 2013, then negotiates a different COLA adjustment for fiscal year 2014 as a part of a successor agreement.
- d) Another bargaining unit receives general wage increases that might be mandated by an outside authority such as the Public Employee Labor Relations Board or under binding interest arbitration if such legislation ever is passed and becomes applicable to the bargaining units listed above.

The wage scales for Paraprofessionals shall be:

201408-1509	
Step	Rate
1	<del>\$11.70</del> \$13.15
2	<del>\$12.33</del> \$13.87
3	<del>\$12.99</del> \$14.62
4	<del>\$13.72</del> \$15.44
5	<del>\$14.48</del> \$16.30
6	<del>\$16.95</del> \$19.12

The wage scales for Interpreters/Tutors shall be:

2014 <del>08</del> -1509	
Step	Rate
1	<del>\$18.27</del> \$20.55
2	<del>\$19.30</del> \$21.72
3	<del>\$20.38</del> \$22.93
4	<del>\$22.58</del> \$25.41

Applicability After Contract Expires: It is clearly understood that in the event that the ~~threesix~~ year Working Agreement expires without a successor Working Agreement being settled prior to July 1, 201~~6~~<sup>7</sup>4 that no further COLA adjustments after July 1, 201~~6~~<sup>3</sup> will be generated under the Working Agreement even though the Working Agreement has an evergreen clause. It is further agreed that continuation of COLA adjustments are not to be deemed "status quo" as the term has been used by the PELRB in the event that a successor agreement has not been settled by July 1, 201~~6~~<sup>7</sup>4.

Should there be a difficulty in hiring paraprofessionals, the Board may, after consultation with the Association, eliminate the first step of the paraprofessional pay scale. This may only occur once and should it occur, this language will become null and void. Should there be any employees on the first step of the paraprofessional pay scale if/when the step is eliminated, those employees would immediately be moved up to the new first step.

### ARTICLE 33 EVALUATIONS

1. The parties recognize the importance of a procedure for evaluation the performance of both newly employed and experienced paraprofessionals for the purpose of identifying individual strengths and weaknesses and for improving the level of instruction in the school district.

2. The District shall provide copies of any evaluation forms and/or associated documentation at the beginning of the school year. The District shall also communicate to the employees the process for evaluations. If the evaluation process needs revision, input from the association will be sought and considered. Changes to the evaluation process shall, upon adoption by the School Board, be sent to the Association President.

3. Evaluations will be done by the employee's Building Administrator in conjunction with the employee's immediate supervisor. Such evaluation shall be ongoing and will be done on evaluation forms with the objective of meeting the roles and responsibilities of the job. Prior to May 15<sup>th</sup> each employee shall receive a written copy of his/her annual evaluation. A conference between the immediate supervisor and/or Building Administrator and the employee will be held to discuss the evaluation.

4. No evaluation that has not been shown to the employee may be placed in the employee's file. The employee shall sign the evaluation; however, such signature shall indicate only that the evaluation has been reviewed by the employee and shall not necessarily indicate concurrence with the contents. The employee will have the right to attach a written response to the evaluation.

5. If a paraprofessional is found in need of improvement and the District determines that training will improve efficiency, the District will provide opportunities for training to enhance proficiency.

**SIGNATURES**

Signed this \_\_\_\_\_ day of \_\_\_\_\_ 201409.

For the Portsmouth  
School District

For the Portsmouth  
Paraprofessionals'  
Association NEA/NH

\_\_\_\_\_  
Chairman, School Board

\_\_\_\_\_  
President, Association's  
Negotiating Committee

\_\_\_\_\_  
Superintendent of Schools

City Negotiator \_\_\_\_\_



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DRAFT





Approximate area of easement to be released



Run: 12/18/14  
9:20AM

## Event Listing by Date

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Starting Date: 12/ 8/2014

Ending Date: 12/31/2015

Start End	Type Description	Location	Requestor	Vote Date
12/13/2014 12/13/2014	ROAD RACE This event begins and ends at Little Harbour School. Time: Registration 9:00 a.m. Race: 10:00 a.m.	Little Harbour School	The Arthritis Foundation	7/14/2014
12/18/2014 12/18/2014	MEMORIAL Jessica Parker is the contact for this event.	Market Square	Cross Roads House	12/ 8/2014
12/31/2014 12/31/2014	FESTIVAL Barbara Massar is the contact for this event. This event begins at 4:00 p.m. until Midnight throughout downtown	Market Square	Pro Portsmouth, Inc. - First N	9/22/2014
2/15/2015 2/15/2015	FESTIVAL Caitlyn Hassett, Chair, Events Committee Portsmouth Gas Light 969-8657	Hanover Street/Market Street Parking Lot	Chamber of Commerce - Fire & I	9/22/2014
3/15/2015 3/15/2015	RACE	Pease	New Heights	12/ 8/2014
3/29/2015 3/29/2015	ROAD RACE Donald Allison is the contact for this event. Telephone No. (617) 835-2378	Portsmouth High School	Eastern States 20 Mile	11/17/2014
4/18/2015 4/18/2015	WALK Emily Christian is the contact for this event. Telephone: 781-693-5154 This event begins at 10:00 a.m. to 2:00 p.m., start and finish at Little Harbour School.	Little Harbour School - start and finish	National Multiple Sclerosis So	10/20/2014
5/ 3/2015 5/ 3/2015	FESTIVAL Barbara Massar is the contact for this event. This event begins at Noon to 4:00 p.m. Street closure - Pleasant Street - State Street to Market Square; no parking on Market Street - Bow Stree to ISSCo. entrance.	Downtown	Pro Portsmouth, Inc. - Childre	9/22/2014
5/ 3/2015 5/ 3/2015	RACE Renee T. Bouchard is the contact for this event.(603) 431-5454	Pease Tradeport	Madeline's Daughter Bridal Sho	12/ 8/2014
5/ 9/2015 5/ 9/2015	ROAD RACE Carolyn Ostrom, Community Relations Specialist (603) 610-5530 Cell: (617) 501-2728 costrom@vtnhkomen.org This race begins on the Peirce Island Bridge and finishes at Strawberry Banke - Hancock Lot	Strawbery Banke	Susan G. Komen New Hampshire R	9/22/2014
6/13/2015 6/13/2015	FAIR Barbara Massar is the contact for this event. This event begins at 9:00 a.m. to 4:00 p.m. throughout downtown	Downtown	38th Market Square Day - Pro P	9/22/2014

## Event Listing by Date

Starting Date: 12/ 8/2014

Ending Date: 12/31/2015

Start End	Type Description	Location	Requestor	Vote Date
6/13/2015 6/13/2015	ROAD RACE Barbara Massar is the contact for this event. This event begins at 9:00 a.m. with roving closures for race course	Market Square	38th 10K Road Race - Pro Ports	9/22/2014
6/20/2015 6/20/2015	FUND Alyssa Salmon is the contact of this event. Contact No. 430-1140 x14.	Pleasant Street	Big Brothers Big Sisters of th	8/ 4/2014
6/27/2015 6/27/2015	MUSIC Barbara Massar is the contact for this event. This event begins at 5:00 p.m. to 9:30 p.m.	Market Square - Pleasant Street	Summer in the Street Music Ser	9/22/2014
7/ 4/2015 7/ 4/2015	MUSIC Barbara Massar is the contact for this event. This event begins at 5:00 p.m. to 9:30 p.m.	Market Square - Pleasant Street	Summer in the Streets Music Se	9/22/2014
7/11/2015 7/11/2015	MUSIC Barbara Massar is the contact for this event. This event begins at 5:00 p.m. to 9:30 p.m.	Market Square - Pleasant Street	Summer in the Street Music Ser	9/22/2014
7/18/2015 7/18/2015	MUSIC Barbara Massar is the contact for this event. This event begins at 5:00 p.m. to 9:30 p.m.	Market Square - Pleasant Street	Summer in the Street Music Ser	9/22/2014
7/25/2015 7/25/2015	MUSIC Barbara Massar is the contact for this event. The event begins at 5:00 p.m. to 9:30 p.m.	Market Square - Pleasant Street	Summer in the Street Music Ser	9/22/2014
8/ 1/2015 8/ 1/2015	MUSIC Barbara Massar is the contact for this event. This event begins at 5:00 p.m. to 9:30 p.m.	Market Square - Pleasant Street	Summer in the Streets Music Se	9/22/2014
9/26/2015 9/27/2015	BIKE TOUR Donna Hepp is the contact for this event. dhepp3@gmail.com or 414-258-3287	Rte. 1B over Memorial Bridge	Granite State Wheelmen	11/17/2014
9/26/2015 9/27/2015	FESTIVAL David Hallowell is the contact for this event.	Pleasant Street	Portsmouth Maritime Folk Festi	12/ 8/2014
9/26/2015 9/27/2015	TOUR This event is for two days. Caroline Amport Piper is the contact. Telephone (603) 686-4338	South End	Friends of the South End	11/17/2014
11/26/2015 11/26/2015	ROAD RACE Matt Junkin is the contact for this event.	Peirce Island - begins and ends	Seacoast Rotary Club	12/ 8/2014

**City of Portsmouth  
Assessor's Office**

# Memo

**To:** John Bohenko, City Manager  
**From:** Rosann Maurice-Lentz, City Assessor   
**CC:** Judith Belanger, Finance Director  
**Date:** December 11, 2014  
**Re:** Income and Expense Survey – 2015 Commercial Revaluation

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John:

As part of commercial revaluation for 2015, the Assessor's Office will begin mailing income and expense surveys to commercial property owners throughout the City. These surveys will assist this office in market rents, occupancy levels and expense levels on a variety of properties. This information is relevant to the market value of income producing properties and will remain confidential.

This is the first mailing which will request information for calendar/fiscal year 2013, a second mailing will occur sometime in February 2015 requesting information for calendar/fiscal year 2014.

Master Plan Project Schedule - 12/9/2014

Target Date	Phases and Milestones
<b>NOVEMBER-DECEMBER 2014 - CONSULTANT SELECTION</b>	
Fri 11/14/14 Mon 12/1/14 Thu 12/18/14 Thu 1/15/15	RFP issued Pre-proposal conference Proposals due Consultant selected
<b>JANUARY-MARCH 2015 - EXISTING CONDITIONS</b>	
Mon 2/2/15 Wed 2/11/15	Project start Steering Committee meeting #1
Fri 2/20/15 Mon 2/23/15	<i>Islington Street Corridor Charrette</i>
Thu 3/5/15 Tue 3/31/15	* Planning Board work session #1 Existing Conditions report due
<b>MARCH-JUNE 2015 - VISION, GOALS AND PRIORITIES</b>	
3/15 - 6/15  Thu 4/23/15  Thu 6/25/15 Tue 6/30/15	Community meetings, website, etc.  * Planning Board work session #2  * Planning Board work session #3 - review draft Vision/Goals/Priorities Vision, Goals and Priorities due
<b>JUNE-AUGUST 2015 - DRAFT MASTER PLAN</b>	
Fri 8/21/15	Draft Master Plan due
<b>SEPTEMBER-OCTOBER 2015 - COMMUNITY REVIEW OF DRAFT PLAN</b>	
Thu 8/27/15  9/15 - 10/15  Thu 9/24/15 Thu 10/22/15	* Planning Board work session #4 - present draft Master Plan  Community meetings, website, etc.  * Planning Board work session #5 - review draft Master Plan * Planning Board work session #6 - review draft Master Plan
<b>NOVEMBER-DECEMBER 2015 - FINAL MASTER PLAN</b>	
Mon 11/2/15 Fri 12/4/15 Thu 12/31/15	Comments from Planning Dept to Consultant * Planning Board work session #7 - review final Master Plan Final Master Plan due



Master Plan Project Schedule - 12/9/2014

Target Date	Phases and Milestones
<b>JANUARY-FEBRUARY 2016 - COMMUNITY REVIEW OF FINAL PLAN</b>	
1/5 - 1-25	Community meetings, website, etc.
Thu 1/28/16	* Planning Board work session #8 - review final Master Plan
<b>MARCH 2016 - ADOPTION BY PLANNING BOARD</b>	
Thu 3/24/16	* Adoption of Master Plan by Planning Board
<b>APRIL 2016 - PRESENTATION TO CITY COUNCIL</b>	
Mon 4/18/16	* Presentation of Master Plan to City Council

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## M E M O R A N D U M

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**TO:** John P. Bohenko, City Manager  
**FROM:** David Moore, Community Development Director  
**DATE:** December 16, 2014  
**RE:** Status of Transfer Paul A. Doble Army Reserve Center

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This memorandum is intended to summarize the ongoing planning efforts for accepting the Paul A. Doble Army Reserve Center and implementing a Senior Center reuse at 125 Cottage Street. City staff is actively monitoring the Army's progress on the various property transfer steps. Specifically, the Army is completing required environmental reviews, an historic property assessment, and related preparations. According to a previous schedule provided by the Army, it is anticipating completing these steps in the spring of 2015 and reporting the property's availability to the Army Corps of Engineers, which carries out real estate transactions for the Army. Recently, the Army has experienced contractions in staff working on BRAC-related real estate transactions and I am monitoring the impacts of these changes on the timeline.

As you know, the property is being transferred in accordance with the August 2013 PBC (public benefit conveyance) application for a parks-related reuse (Senior Center). As a result, the City is able to acquire property from the federal government at no cost. However, as stipulated in the federal legislation concerning this property and four other similar Army installations, the City may incur some costs associated with the transfer itself.

The Recreation Board's Senior Subcommittee is continuing to work with the Recreation Department and Community Development Department to plan for implementation reuse. The Subcommittee is working on a program outline and vision for the Senior Center. Work on reviewing existing building conditions, including a code review and review of life safety systems and mechanical systems, as well as compliance with accessibility codes is underway and will be completed in December of 2014.

Funding for the Doble Center has been identified in the Capital Improvement Plan in preparation for property transfer costs as well as anticipated building renovations to support the Senior Center reuse. In total, \$450,000 has been identified to date, including use of \$400,000 in the Daniel Street Trust, which includes the proceeds from the sale of the Connie Bean building.

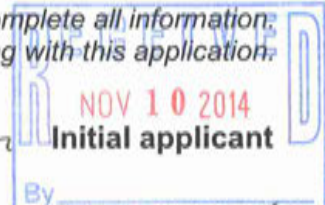
The Senior Subcommittee is scheduled to meet in January and City staff will continue to monitor the progress on the property transfer by the Army. I will work in coordination with the Senior Subcommittee to update you when additional information regarding the property transfer and preparations for the reuse are available.



# CITY OF PORTSMOUTH, N.H. BOARDS AND COMMISSIONS

## APPOINTMENT APPLICATION

Instructions: Please print or type and complete all information.  
Please submit resume' along with this application.



Committee: Economic Development Commission

Name: Jennifer Zorn Telephone: 603-812-7132 (cell)

Could you be contacted at work?  YES  NO If so, telephone # 603-812-7132 (cell)

Street address: 83 Merrimac St.

Mailing address (if different): P.O. Box 1572

Email address (for clerk's office communication): jenzorn66@gmail.com

How long have you been a resident of Portsmouth? 5 years

Occupational background:

20+ years experience providing regulatory, project management and public outreach services to land development community, both private and public sectors.

Please list experience you have in respect to this Board/Commission:

Professional experience in the areas of: feasibility studies, agency compliance, zoning compliance, project management, consensus building, historic preservation and impact studies relative to community character/socioeconomics.

OVER  
➔

Have you contacted the chair of the Board/Commission to determine the time commitment involved? YES/NO I contacted Nancy Carmer. She provided details on commitment.

Would you be able to commit to attending all meetings? YES/NO

Reasons for wishing to serve: I would like to be part of the team of people, citywide, that continue to make Portsmouth a wonderful community for all ages. And, assist with the mission of the EDC to foster prosperity but also retain the characteristics important to the residents.

Please list any organizations, groups, or other committees you are involved in:

Big Brothers / Big Sisters  
UNH Advisory Committee / Memorial Bridge as a Living Bridge  
SIPP (2010 - 2014)

Please list two character references not related to you or city staff members:  
(Portsmouth references preferred)

1) Maurice Foster, 15 Harding Rd 603-436-8959  
Name, address, telephone number

2) Michael Frandzel, 404 Union St. 603-502-0608  
Name, address, telephone number

BY SUBMITTING THIS APPLICATION YOU UNDERSTAND THAT:

1. This application is for consideration and does not mean you will necessarily be appointed to this Board/Commission; and
2. The Mayor will review your application, may contact you, check your references, and determine any potential conflict of interests; and
3. This application may be forwarded to the City Council for consideration at the Mayor's discretion; and
4. If this application is forwarded to the City Council, they may consider the application and vote on it at the next scheduled meeting.
5. Application will be kept on file for one year from date of receipt.

Signature: [Signature] Date: Nov. 10, 2014

If you do not receive the appointment you are requesting, would you be interested in serving on another board or commission? Yes X No

Please submit application to the City Clerks Office, 1 Junkins Avenue, Portsmouth, NH 03801

Jennifer L. Zorn  
83 Merrimac Street, Portsmouth, NH 03801  
(603) 812-7132 or [jenzorn66@gmail.com](mailto:jenzorn66@gmail.com)

### Summary

Over twenty years of experience providing regulatory, project management and public outreach services to the land development community, both private and public sectors. Earned a reputation for excellence among clients and agencies alike and offers a broad range of knowledge; including ability to interface between the client, multi-disciplinary staff, regulatory approval agencies and public stakeholders. Successful at acquiring multi-level land development approvals as well as managing complex and/or controversial projects on schedule and under budget.

### Signature Strengths

Owner's representation	Budget and schedule adherence
Project planning and strategy	Public Involvement
Project management	Regulatory approvals
Violation negotiation and resolution	Feasibility studies
Testimony	Problem solving and consensus building

Agency compliance:

- USEPA, USFWS, USACOE, FAA, NHDES, NHDHR

Work accomplished in:

- NH, ME, NJ, NY, VT, PA

### Professional Certifications & Education

American Institute of Certified Planners (AICP), #016754, 2001 to present  
M.A. Environmental Management, Montclair State University, NJ 1997  
B.S. Environmental Planning and Design, Rutgers University - Cook College, NJ 1992  
A.A. Humanities, County College of Morris, NJ 1988

### Positions Held

Public Outreach Coordinator. McFarland Johnson, Concord, NH 2010 to present

Sr. Project Manager. Zorn Consulting, LLC, Morristown, NJ 2005 to 2010

Project Manager. URS Corporation, Wayne, NJ 2002 to 2005

Senior Planner. Matrix Environmental, Florham Park, NJ 2002

Principal Planner. The RBA Group, Morristown, NJ 1999 to 2001

Senior Permitting Agent. DSI, Fairfield, NJ 1999

Senior Planner. Edwards and Kelcey, Inc., Morristown, NJ 1995 to 1998

Senior Planner. Connolly Environmental, Inc., Denville, NJ 1990 to 1995

CITY OF PORTSMOUTH, N.H.  
BOARDS AND COMMISSIONS

APPOINTMENT APPLICATION

Instructions: Please print or type and complete all information  
Please submit resume along with this application



Committee: Planning Board

Name: William F. Gladhill Telephone: 603-534-1083 Cell

Could you be contacted at work?  YES/NO - If so, telephone # Same Number

Street address: 12 Barberry Lane

Mailing address (if different): \_\_\_\_\_

Email address (for clerk's office communication): Vilho1@comcast.net

How long have you been a resident of Portsmouth? 35 years

Occupational background:

See attached Resume  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Would you be able to commit to attending all meetings?  YES/NO

Reasons for wishing to continue serving: I have been on the Planning Board  
now for a few years and with the Master Plan process starting  
up in 2015, I believe I can contribute alot to the process.  
I have enjoyed giving back to my community and being apart  
of it. I believe I have so much to give to the city in these next few years.



Please list any organizations, groups, or other committees you are involved in:

Historic District Commission  
CIP Sub committee

Please list two character references not related to you or city staff members:  
(Portsmouth references preferred)

- 1) Dennis Coakley 10 Barberry Lane 603-431-7507  
Name, address, telephone number
- 2) Jane Clarke 777 Middle Road 603-436-8148  
Name, address, telephone number

BY SUBMITTING THIS APPLICATION YOU UNDERSTAND THAT:

- 1. This reappointment application is for consideration and does not mean you will necessarily be reappointed to this Board/Commission; and
- 2. The Mayor will review your application, may contact you, check your references, and determine any potential conflict of interests; and
- 3. This application may be forwarded to the City Council for consideration at the Mayor's discretion; and
- 4. If this application is forwarded to the City Council, they may consider the application and vote on it at the next scheduled meeting.
- 5. Application will be kept on file for one year from date of receipt.

Signature: *William F. Hill* Date: 11/25/14

CITY CLERK INFORMATION ONLY:

New Term Expiration Date: 12/31/2017  
Annual Number of Meetings: 21 Number of Meetings Absent: 0  
(2013)  
Date of Original Appointment: 3/1/2010

Please submit application to: City Clerk's Office, 1 Junkins Avenue, Portsmouth, NH 03801





CITY OF PORTSMOUTH, N.H.  
BOARDS AND COMMISSIONS

APPOINTMENT APPLICATION

Instructions: Please print or type and complete all information  
Please submit resume along with this application



Committee: PLANNING BOARD

Name: JOHN RICCI Telephone: 603.234.9932

Could you be contacted at work? YES/NO - If so, telephone # Y 436.3112

Street address: 19 TAFT ROAD

Mailing address (if different): \_\_\_\_\_

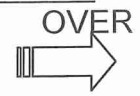
Email address (for clerk's office communication): jricci@ricciconstruction.com

How long have you been a resident of Portsmouth? 42 YEARS

Occupational background:  
PROFESSIONAL ENGINEER & CONSTRUCTION  
MANAGER

Would you be able to commit to attending all meetings? YES/NO

Reasons for wishing to continue serving: I HAVE SERVED  
FOR 11 YEARS AND HAVE ENJOYED  
SERVING ON THE CITY'S BEHALF





Please list any organizations, groups, or other committees you are involved in:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

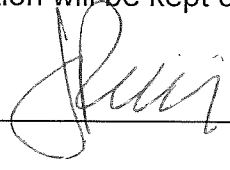
Please list two character references not related to you or city staff members:  
(Portsmouth references preferred)

1) KEVIN SEMPRINI ISLINGTON CT 603.834.4996  
Name, address, telephone number

2) ALAN WESTON 603.661.2301  
Name, address, telephone number

BY SUBMITTING THIS APPLICATION YOU UNDERSTAND THAT:

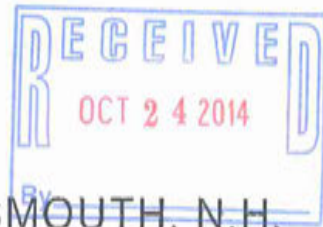
1. This reappointment application is for consideration and does not mean you will necessarily be reappointed to this Board/Commission; and
2. The Mayor will review your application, may contact you, check your references, and determine any potential conflict of interests; and
3. This application may be forwarded to the City Council for consideration at the Mayor's discretion; and
4. If this application is forwarded to the City Council, they may consider the application and vote on it at the next scheduled meeting.
5. Application will be kept on file for one year from date of receipt.

Signature:  Date: 11-14-14

CITY CLERK INFORMATION ONLY:

New Term Expiration Date: \_\_\_\_\_  
Annual Number of Meetings: 21 (2013) Number of Meetings Absent: 3  
Date of Original Appointment: 08/05/2002

Please submit application to: City Clerk's Office, 1 Junkins Avenue, Portsmouth, NH 03801



CITY OF PORTSMOUTH, N.H.  
BOARDS AND COMMISSIONS

APPOINTMENT APPLICATION

Instructions: Please print or type and complete all information.  
Please submit resume' along with this application.

Committee: Portsmouth Housing Authority Initial applicant

Name: Rebecca Perkins Telephone: (603) 223-9182

Could you be contacted at work?  YES  NO If so, telephone# see above

Street address: 249 Islington St., Apt. 2

Mailing address (if different): same

Email address (for clerk's office communication): rperkins@corr-reno.com

How long have you been a resident of Portsmouth? 2 years (grew up in Stratham; moved back from DC)

Occupational background:  
Attorney; I now practice in New Hampshire,  
but have also practiced in New York  
City and Washington, D.C.

Please list experience you have in respect to this Board/Commission:  
I have been involved in housing in New  
Hampshire for several years now. Current-  
ly, I serve on the Board of the Workforce  
Housing Coalition and helped found the  
603 Initiative. I also served on the  
state Workforce Housing Advisory  
Council in 2009-2010.



Have you contacted the chair of the Board/Commission to determine the time commitment involved? YES NO

Would you be able to commit to attending all meetings? YES NO

Reasons for wishing to serve: Housing is vitally important to building strong communities, and I am passionate about keeping talented New Hampshire natives in New Hampshire.

Please list any organizations, groups, or other committees you are involved in:

Workforce Housing Coalition (Board; Outreach Chair)
603 Initiative (Founder)
Natick (Chair of the Board)
Seacoast Rugby Club

Please list two character references not related to you or city staff members: (Portsmouth references preferred)

1) Ben Frost, NHHFA (603) 310-9361
Name, address, telephone number

2) Susanne Delaney, State Department (603) 817-2736
Name, address, telephone number

BY SUBMITTING THIS APPLICATION YOU UNDERSTAND THAT:

- 1. This application is for consideration and does not mean you will necessarily be appointed to this Board/Commission; and
2. The Mayor will review your application, may contact you, check your references, and determine any potential conflict of interests; and
3. This application may be forwarded to the City Council for consideration at the Mayor's discretion; and
4. If this application is forwarded to the City Council, they may consider the application and vote on it at the next scheduled meeting.
5. Application will be kept on file for one year from date of receipt.

Signature: [Signature] Date: 10/24/14

If you do not receive the appointment you are requesting, would you be interested in serving on another board or commission? Yes [check] No

Please submit application to the City Clerks Office, 1 Junkins Avenue, Portsmouth, NH 03801

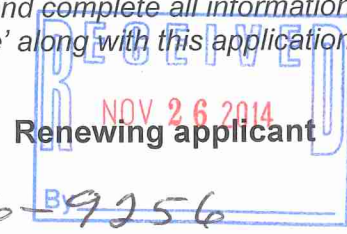


CITY OF PORTSMOUTH, N.H.  
BOARDS AND COMMISSIONS

APPOINTMENT APPLICATION

Instructions: Please print or type and complete all information  
Please submit resume' along with this application

Committee: BOARD OF ADJUSTMENT



Name: ARTHUR PARROTT Telephone: 436-9256

Could you be contacted at work? YES/NO - If so, telephone #                     

Street address: 190 GRANT AVENUE

Mailing address (if different):                     

Email address (for clerk's office communication): akparrott@comcast.net

How long have you been a resident of Portsmouth? 43 years

Occupational background:

NUCLEAR ENGINEER (Retired) PNS

Would you be able to commit to attending all meetings?  YES/NO

Reasons for wishing to continue serving: Even after serving a few years, I continue to find the applications to the BOA to be interesting and, sometimes, challenging.



Please list any organizations, groups, or other committees you are involved in:

- Portsmouth Board of Registrars
- Executive Committee, Seacoast Shipyard Assoc.
- Boy Scouts (Troop 162) Merit Badge Advisor
- Seacoast Family Food Pantry (Former Board Member)
- Portsmouth Planning Board (Former Member)

Please list two character references not related to you or city staff members:

(Portsmouth references preferred)

- 1) Peter Torrey 436-8297  
25 T.J. Gamester, Ave. Portsmouth  
 Name, address, telephone number
- 2) Col. James L. Walters 436-5550  
200 Grant Ave., Portsmouth  
 Name, address, telephone number

BY SUBMITTING THIS APPLICATION YOU UNDERSTAND THAT:

1. This reappointment application is for consideration and does not mean you will necessarily be reappointed to this Board/Commission; and
2. The Mayor will review your application, may contact you, check your references, and determine any potential conflict of interests; and
3. This application may be forwarded to the City Council for consideration at the Mayor's discretion; and
4. If this application is forwarded to the City Council, they may consider the application and vote on it at the next scheduled meeting.
5. Application will be kept on file for one year from date of receipt.

Signature: AS Parrott Date: 11/26/2014

CITY CLERK INFORMATION ONLY:

New Term Expiration Date: 12/1/2019

Annual Number of Meetings: 16 Number of Meetings Absent: ∅  
(2013)

Date of Original Appointment: 3/29/2009

Please submit application to: City Clerk's Office, 1 Junkins Avenue, Portsmouth, NH 03801

received  
12/16/14

December 12, 2014

Mary Ann List  
PO Box 7103  
Portsmouth, NH 03802

Mayor Robert Lister  
City of Portsmouth  
1 Junkins Ave.  
Portsmouth, NH 03801

Dear Mayor Lister,

It has been my honor to serve on the Joint Building Committee of the Portsmouth Middle School; however, I have just completed the sale of my Portsmouth home. While I will still enjoy many things in Portsmouth in the upcoming months, I am living outside of the City.

Please accept my resignation from the JBC. I look forward to the completion of the building that will be one more part of the vital community space that is Parrott Avenue.

Sincerely,



Mary Ann List

Cc: Dexter Legg; Christine Dwyer, JBC co-chairpersons